
**COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF LICENSED PROFESSIONAL COUNSELORS
AGENCY CASE NO. 2016-03**

**COMMONWEALTH OF KENTUCKY,
BOARD OF LICENSED PROFESSIONAL COUNSELORS**

COMPLAINANT

V.

SHANE WILSON, LPCC

RESPONDENT

AGREED ORDER

This Agreed Order is made by and between the Kentucky Board of Licensed Professional Counselors ("Board") and Joel Shane Wilson ("Respondent").

Witnesseth

Whereas, Respondent is a Licensed Professional Clinical Counselor (LPCC) in the Commonwealth of Kentucky, having been issued LPCC license #103656;

Whereas, pursuant to KRS 335.500 *et seq.*, the Board is authorized to regulate matters related to the licensing and practice of professional counseling;

Whereas, pursuant to KRS 335.540 and KRS 335.545, the Board is authorized to take disciplinary action against a license holder;

Whereas, Respondent was self-employed as a licensed professional counselor in Bullitt County, Kentucky during about 2014 through 2016;

Whereas, on or about September 19, 2014, the Bullitt Circuit Court named Respondent as the court-ordered therapist for the three children of their father, J.L, and the children's mother, D.W.;

Whereas, the board finds that, on or about June 8, 2015, the Bullitt Circuit Court ordered a different therapist for the child, P.L. and further relieved Respondent of any future obligations

to J.L., D.W. or their three children. Notwithstanding the Board's finding, it is the Respondent's position that D.W. requested that Respondent continue to provide therapy to both D.W. and P.L. but not the remaining children;

Whereas, the Board finds that Respondent continued providing therapy to P.L. until approximately February 26, 2016 despite the Bullitt Circuit Court's order relieving him and appointing a different person to provide therapy to P.L. Notwithstanding the Board's finding, it is the Respondent's position, that the Court agreed that Respondent could continue to provide therapy to P.L.;

Whereas, the Board finds that Respondent failed to adequately co-ordinate services with P.L.'s new court-appointed therapist. Notwithstanding the Board's finding, it is the Respondent's position that he attempted to coordinate with the court-appointed therapist but Respondent received no further contact from the court-appointed therapist, after the initial communication with that court-appointed therapist;

Whereas, Respondent posted an inappropriate comment on D.W.'s Facebook page through Facebook Messenger, while she and her daughter, P.L., were clients of Respondent's;

Whereas, the Board finds that Respondent made an inappropriate remark via text message to J.L. regarding treatment for stress and anxiety, although Respondent vehemently denies this allegation;

Whereas, 201 KAR 36:040, Section 2 requires that, when a professional counselor learns that a client is in a professional relationship with another mental health professional, the professional counselor shall strive to establish a positive and collaborative professional relationship with that other provider;

Whereas, 201 KAR 36:040, Section 2 requires a professional counselor to avoid actions that may create a dual relationship with a client, and avoid non-professional contact with a client where that contact could impair the counselor's professional judgment, risk exploitation of the client, or otherwise violate a provision of the code of ethics; and

Whereas, the Parties mutually desire to settle the issues in an expeditious manner, without the need for a formal hearing. **IT IS HEREBY STIPULATED AND AGREED** between the undersigned Parties this matter shall be settled and resolved upon the following terms:

Findings

Although Respondent disagrees with some of the Board's findings as outlined above, for the purpose of this Agreed Order, the Respondent acknowledges that the Board could present sufficient evidence to substantiate the allegations contained herein, and violations of KRS 335.540(1)(e) and (g).

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 Agreed Order. The Respondent has freely and voluntarily entered into this Agreed Order, motivated only by a desire to resolve the issues addressed herein. The Respondent has executed this Agreed Order only after a careful reading of it and a full understanding of all of its terms. The Respondent waives the right to challenge any agreed upon term or condition of this Agreed Order notwithstanding any other statutory provision of KRS 335.500 through 335.599, or 201 KAR Chapter 36.

The Respondent is fully aware of the rights to contest these allegations at a formal

hearing pursuant to KRS Chapter 13B. These rights include: representation by an attorney at the Respondent's own expense, the right to a public hearing, the right to confront and cross-examine witnesses called to testify against the Respondent, the right to present evidence on the Respondent's 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 a decision on the allegations made, and the right to appeal a final order of the Board to the Circuit Court pursuant to KRS 335.550.

Respondent hereby knowingly and voluntarily waives all these rights in exchange for the Board's acceptance of this Agreed Order.

Jurisdiction

The Respondent acknowledges that the Board has jurisdiction over the Respondent's LPCC credential and the conduct alleged herein. The Respondent also acknowledges the Board has the legal authority to take disciplinary action against his credential up to, and including, revocation of the Respondent's LPCC credential. The Respondent acknowledges the Board will retain jurisdiction over this matter until all terms and conditions set forth in this Agreed Order have been met to the satisfaction of the Board.

Publication of Agreed Order

The Respondent acknowledges that, once adopted by the Board, this Agreed Order and its incorporated written reprimand are considered public documents and may be published by the Board pursuant to 201 KAR 36:050, Section 8. Further, the Respondent acknowledges and agrees that the Board is free to make any use it deems appropriate of the contents of this Agreed Order, which shall include the Board's ability to share the content of this Agreed Order with any governmental or

professional board or organization, reporting under federal law, and availability via the Board's web site.

Terms of Agreed Order

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 Respondent agrees to accept a letter of reprimand from the Board, attached hereto, and incorporated into the terms of this Agreed Order; and
2. The Respondent agrees to an administrative fine in the amount of \$2,500.00 with the payment of the fine to be suspended for a period of twelve (12) months from the effective date of this Agreed Order. The suspension of the fine shall be conditioned upon Respondent's compliance with the laws and regulations as contained in KRS Chapter 335 and 201 KAR Chapter 36 throughout the period of the suspension.
3. The Board agrees to the following:
 - a. Not seek additional disciplinary action against the Respondent based on the factual allegations contained herein; and
 - b. issue the enclosed letter of reprimand.
4. The Respondent expressly understands that this Agreed Order shall constitute a reportable disciplinary action against the Respondent's license for purposes of any professional organization, national database, or licensing board.
5. The Respondent expressly understands that failure to comply with and complete all terms of this Agreed Order may constitute failure to comply with an order issued by the Board under KRS 335.540(1)(f) and subject the Respondent to further disciplinary action, for

which the Board may impose additional penalties available under law after notice and opportunity to be heard.

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

7. 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 Agreed Order and to effectuate the purposes herein and that the Agreed Order 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.

8. This Agreed Order 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 Circuit Court, Frankfort, 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.

9. This Agreed Order may not be modified except by a written agreement signed by all Parties.

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

Release of Liability

In consideration of execution of this Agreed Order, the Respondent, the Respondent's executors, administrators, successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, the Kentucky Board of Licensed Professional Counselors, and the Public Protection Cabinet, 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 Agreed Order, once executed by the Respondent, shall be presented to the Board with a recommendation for approval from the Board's counsel at the next regularly scheduled meeting of the Board following receipt of the executed Agreed Order. The Agreed Order shall not become effective until it has been approved by a majority of the Board and endorsed by the Board Chair or acting Chair.

The Respondent understands that the Board is free to accept or reject this Agreed Order. The Respondent hereby agrees to waive any rights she might have, based solely on the presentation of this Agreed Order to the Board, to challenge the impartiality of the Board to hear this administrative action if, after review by the Board, this Agreed Order is rejected.

If the Agreed Order is not accepted by the Board, it shall be regarded as null and void. Representations and/or admissions by the Respondent in the Agreed Order, 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 Agreed Order.

Open Records

The Respondent acknowledges this Agreed Order is subject to disclosure under the Kentucky Open Records Act and any similar federal law or authority.

Costs

The Parties shall bear their respective costs.

Complete Agreement

This Agreed 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.

Effective Date

The effective date of this Agreed Order shall be the date it is accepted by the Board and signed by the Board Chair.

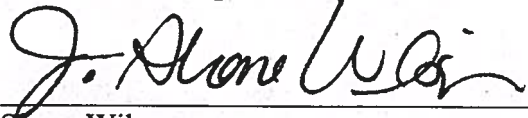


Chair, Kentucky Board of Licensure for
Professional Counselors



Date

Reviewed and Agreed to by:



Shane Wilson
Respondent

Date: August 15, 2018



R. Quincy Ward
Counsel for the Board

Date: 8-17-18