

**COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF LICENSED PROFESSIONAL COUNSELORS
ADMINISTRATIVE ACTION NO. 17-KBPC-0209**

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

COMPLAINANT

V.

ERIN M. NAFUS

RESPONDENT

SETTLEMENT AGREEMENT, RELEASE, AND FINAL ORDER

This Settlement Agreement, Release, and Final Order ("Agreement") is made by and between the Kentucky Board of Licensed Professional Counselors ("Board") and Erin M. Nafus ("Respondent").

Witnesseth

Whereas, Respondent is a Licensed Professional Clinical Counselor (LPCC) in the Commonwealth of Kentucky, having been issued LPCC license #103393;

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 employed as a professional counselor at the Luther Lockett Correctional Facility ("Facility") in Lagrange, Kentucky, from about 2009 until 2012;

Whereas, Respondent provided counseling to an inmate, [REDACTED], during her employment at the Facility;

Whereas, Respondent ended her employment at the Facility in January 2013 and moved to Edgewood, Kentucky;

Whereas, [REDACTED] was released from confinement at the Facility, upon information and belief, in 2014;

Whereas, [REDACTED] contacted Respondent at her place of employment in the summer of 2014;

Whereas, Respondent and [REDACTED] married in September 2014 in Boone County, Kentucky;

Whereas, upon information and belief, [REDACTED] moved out of state in late 2014 or early 2015, Respondent reports no contact with him since, and Respondent believes that he has remained living outside of Kentucky since said date;

Whereas, 201 KAR 36:040, Section 1(2)(d) prohibits a professional counselor from engaging in a sexual, romantic, or intimate relationship with a current client or with a former client within five (5) years following the termination of counseling;

Whereas, on or about June 30, 2017, the Board filed an administrative complaint in this matter, alleging that Respondent violated KRS 335.540(1)(b), by misrepresenting or concealing a material fact in obtaining or reinstating a credential, and the Board filed an amended administrative complaint on October 23, 2017, alleging a violation of KRS 335.540(1)(e) for engaging in a prohibited relationship with a former client; 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

For the purpose of this Agreement, the Respondent acknowledges that the Board could

present sufficient evidence to substantiate the allegations contained herein, and violations of KRS 335.540(1)(b) and (c).

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 Agreement. The Respondent has freely and voluntarily entered into this Agreement, motivated only by a desire to resolve the issues addressed herein. The Respondent has executed this Agreement 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 Agreement 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 on any charges contained in the Administrative Complaint, 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 merits of the Administrative Complaint and the Amended Administrative Complaint, and the right to 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 Agreement.

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 her 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 Agreement have been met to the satisfaction of the Board.

Publication of Agreement

The Respondent acknowledges that, once adopted by the Board, this Agreement 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 Agreement, which shall include the Board's ability to share the content of this Agreement with any governmental or professional board or organization, reporting under federal law, and availability via the Board's web site.

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 Respondent agrees to accept a letter of reprimand from the Board, attached hereto, and incorporated into the terms of this Agreement.

2. The Board agrees to the following:
 - a. Not seek additional disciplinary action against the Respondent based on the factual allegations enumerated in the Administrative Complaint and Amendment Administrative Complaint or contained herein; and
 - b. issue the enclosed letter of reprimand.
1. The Parties agree to execute all documents necessary to settle and dismiss Administrative Action No. 17-KBPC-0209.
2. The Respondent expressly understands that this Agreement shall constitute a reportable disciplinary action against the Respondent's license for purposes of any professional organization, national database, or licensing board.
3. The Respondent expressly understands that failure to comply with and complete all terms of this Agreement 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.
4. 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 documents to effectuate the purposes as stated herein.
5. 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.

6. 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 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.

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

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

Release of Liability

In consideration of execution of this Agreement, 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 Agreement, 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 Agreement. The Agreement 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 Agreement. The Respondent hereby agrees to waive any rights she might have, based solely on the presentation of this Agreement to the Board, to challenge the impartiality of the Board to hear this administrative action if, after review by the Board, this Agreement is rejected.

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

Open Records

The Respondent acknowledges this Agreement 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 Settlement Agreement, Release, and Final Order consists of eleven (11) 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 Agreement shall be the date it is accepted by the Board and signed by the Board Chair.

Findings of Facts, Conclusions of Law, and Final Order

This matter is before the Board on a proposed Settlement Agreement, Release, and Final Order. Pursuant to KRS 13B.110(5), after having reviewed the administrative record, and the terms of the Settlement Agreement, Release, and Final Order, the Board makes the following findings:

1. Respondent is a Licensed Professional Clinical Counselor (LPCC) in the Commonwealth of Kentucky, having been issued LPCC license #103393;
2. Pursuant to KRS 335.500 *et seq.*, the Board is authorized to regulate matters related to the licensing and practice of professional counseling;
3. Pursuant to KRS 335.540 and KRS 335.545, the Board is authorized to take disciplinary action against a license holder;
4. Respondent was employed as a professional counselor at the Luther Lockett Correctional Facility ("Facility") in Lagrange, Kentucky, from about 2009 until 2012;
5. Respondent provided counseling to an inmate, [REDACTED], during her employment at the Facility;

6. Respondent ended her employment at the Facility in January 2013 and moved to Edgewood, Kentucky;

7. Upon information and belief, [REDACTED] was released from confinement at the Facility in 2014;

8. [REDACTED] contacted Respondent at her place of employment in the summer of 2014;

9. Respondent and [REDACTED] married in September 2014 in Boone County, Kentucky;

10. Upon information and belief, [REDACTED] left Kentucky in late 2014 or early 2015, Respondent reports no contact with him since, and Respondent believes that he is currently living outside of Kentucky;

11. 201 KAR 36:040, Section 1(2)(d) prohibits a professional counselor from engaging in a sexual, romantic, or intimate relationship with a current client or with a former client within five (5) years following the termination of counseling;

12. On or about June 30, 2017, the Board filed an administrative complaint in this matter, alleging that Respondent violated KRS 335.540(1)(b), by misrepresenting or concealing a material fact in obtaining or reinstating a credential, and the Board filed an amended administrative complaint on October 23, 2017, alleging a violation of KRS 335.540(1)(e) and 201 KAR 36:040, Section 1(2)(d) for engaging in a prohibited relationship with a former client; and

13. By a preponderance of the evidence, the Board finds that Respondent violated KRS 335.540(1)(b) and (e), and 201 KAR 36:040, Section 1(2)(d).

IT IS HEREBY ORDERED THAT

1) The Respondent is hereby **REPRIMANDED**. A copy of the written reprimand is attached hereto and incorporated into the terms of this Agreement.

SO ORDERED this 18th day of May, 2018.

Imelda Boratton
Chair, Kentucky Board of Licensure for
Professional Counselors

Reviewed and Agreed to by:

EM Nafus
Erin M. Nafus
Respondent


Date: 5/19/18

R. Quincy Ward
R. Quincy Ward
Counsel for the Board

Date: 5/18/18

CERTIFICATE OF SERVICE

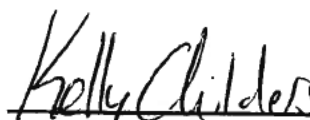
I hereby certify that a copy of the **SETTLEMENT AGREEMENT, RELEASE, AND FINAL ORDER** was sent on this 21st day of May, 2018, to:

Erin M. Nafus

Respondent

And by messenger mail to:

R. Quincy Ward
Office of Legal Services
656 Chamberlin Avenue, Suite B
Frankfort, Kentucky 40601
Attorney for the Board

Michael Head
Office of the Attorney General
Administrative Hearings Branch
1024 Capital Center Drive, Suite 200
Frankfort, Kentucky 40601-8204
Hearing Officer



Board Administrator
Kentucky Board of Licensed Professional
Counselors