

**COMMONWEALTH OF KENTUCKY  
KENTUCKY BOARD OF LICENSED PROFESSIONAL COUNSELORS  
AGENCY CASE NO. 2018LPC00001  
ADMINISTRATIVE ACTION NO. 2020KBLPC0001**

**KENTUCKY BOARD OF LICENSED PROFESSIONAL  
COUNSELORS**

**COMPLAINANT**

**V.**

**LAUREN RENEE ROSE-GRIFFITH, LPCC #103026**

**RESPONDENT**

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**AGREED ORDER**

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The Kentucky Board of Licensed Professional Counselors ("Board") and Lauren Renee-Rose-Griffith ("Respondent") hereby enter into this Agreed Order to resolve this case.

**Facts**

The Respondent is a Licensed Professional Clinical Counselor, License No. 103026. On December 11, 2018, Respondent signed an Agreed Order with the Board. Under the terms of the Agreed Order, Respondent agreed to the suspension of her LPCC credential for a period of one year with the suspension period to be probate for one year from the effective date of the Agreed Order. During the period of probation, Respondent was allowed to engage in the practice of professional counseling, but she had to meet four conditions. First, she was required to, at her own expense, be supervised during the one-year period of probation, consisting of weekly one-hour documented face-to-face supervision. Second, she was required to submit to the Board, three names of proposed Board-approved supervisors with whom she did not have a dual relationship within 15 days of the effective date of the Agreed Order. Third, she was required to, within 30 days of the effective date of the Agreed Order, enroll and participate in the Kentucky Professional Recovery Network ("KYPRN") for impaired practitioners. Respondent

was required to comply with the terms and conditions of the KYPRN and bear the expense of the program. Fourth, Respondent was required to not violate the provisions of KRS 335.500 to 335.599 or 201 KAR Chapter 36.

The Board voted to accept the Agreed Order at its regular meeting on January 18, 2019. So, under the terms of the Agreed Order, Respondent had until February 17, 2019 to sign her contract with KYPRN and begin supervision.

On August 28, 2019, KYPRN notified the Board that Respondent first made contact with KYPRN on August 11, 2019, but she still had not signed the contract nor signed up for testing.

On August 30, 2019, the Board asked Respondent to show cause why her probation should not be revoked. Respondent replied stating that she had tried to contact KYPRN but had been unsuccessful. Respondent provided the Board with e-mail correspondence showing correspondence between herself and personnel at KYPRN in August 2019.

On September 26, 2019, Respondent signed her Monitoring Agreement and her Memorandum of Understanding with KYPRN. The Memorandum of Understanding stated that Respondent had to abide by the terms of the Monitoring Agreement. The Monitoring Agreement stated that Respondent agreed “to abstain from any and all mood-altering chemicals including but not limited to alcohol (i.e. ethyl or ethanol). . . .” The Agreement further stated that Respondent agreed to the following:

I shall not use ethyl alcohol in any form e.g..

- Alcohol “free” wine or beer
- Over-the-counter drugs containing alcohol (e.g. cough syrups or other similar OTC drugs or supplements)
- Mouthwash or other hygiene products containing ethanol (e.g. sanitizing hand or body gels such as Purel®)
- Foods or beverages containing alcohol (e.g. communion wine, desserts, vanilla extract, etc.)
- Any other form of ethyl alcohol.

On October 18, 2019, the Board, through its Complaints Committee, notified Respondent that it would not seek to revoke her probation at that time.

On January 13, 2020, KYPRN notified the Board that Respondent had an invalid urine drug screen and a positive PEth test, which indicated alcohol consumption over the past two to four weeks. When confronted with the results, Respondent stated that she had some wine over an extended length of time and was under the impression that she could have a glass of wine.

Respondent's conduct, if proven by a preponderance of the evidence, violate the terms of her Agreed Order and constitute a violation of KRS 335.540(1)(f).

The Parties mutually desire to settle the issues in an expeditious manner, without the need for a formal hearing.

Accordingly, 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 Agreed Order, the Respondent acknowledges that the Board could find by a preponderance of the evidence that she engaged in conduct that violated the provisions of KRS 335.540(1)(f).

### **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 to 335.599, or 201 KAR Chapter 36. The Respondent expressly agrees those agreed upon terms and conditions contained therein are exclusively a matter of private right.

The Respondent is fully aware of the 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 contained in the Formal 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 the decision on the merits of the Formal Complaint, the right to obtain judicial review of the Board's decision, and the right to appeal any final order of the Board to the Circuit Court as otherwise allowed by KRS 335.550. All of these rights are being voluntarily waived by the Respondent in exchange for the Board's acceptance of this Agreed Order.

#### **Jurisdiction**

The Respondent acknowledges the Board has jurisdiction over the Respondent and the conduct, which has precipitated this Agreed Order. The Respondent also acknowledges the Board has the legal power to take disciplinary action up to and including revocation of the Respondent's license to practice professional counseling in Kentucky. 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, once adopted by the Board, this Agreed Order is considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act. Further, the Respondent understands 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, publication of a summary in the Board's newsletter, 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:

For the purpose of this Agreed Order, the Respondent admits to the factual allegations above and acknowledges that the Board could find that she engaged in conduct that violated the provisions of KRS 335.540(1)(f).

#### **The Respondent agrees to:**

- (1) The suspension of her LPCC credential for a period of six months. During the period of suspension, Respondent may not engage in the practice of professional counseling.
- (2) During the six-month suspension, Respondent agrees to submit, at her own expense, to counseling by a mental health professional with whom Respondent does not have a dual relationship. Attendance must be verified with the Board on a monthly basis.

- (3) At the end of the six-month suspension, Respondent agrees to appear before the Complaints Committee, if requested.
- (4) Respondent agrees to allow the mental health professional to appear before the Complaints Committee and discuss any recommendation on Respondent's fitness to return to the practice of professional counseling.
- (5) Respondent understands that the Complaints Committee will make a recommendation to the Board regarding Respondent's continued ability to practice.

**The Board agrees to:**

- (1) Impose a six-month suspension of Respondent's credential.
- (2) At the end of the six-month suspension review Respondent's fitness to return to the practice of professional counseling.
- (3) Not seek any additional disciplinary action against Respondent based on the factual allegations set forth in this Agreed Order.

\* \* \*

The Parties agree to execute all documents necessary to settle this matter.

The Respondent expressly understands, once executed, failure to comply with and complete all terms of this Agreed Order shall constitute failure to comply with an Order of 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.

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.

Each of the Parties represents and warrants to the other that it: (1) has taken all requisite action to authorize the execution, delivery and performance of its obligations hereunder; (2) has all requisite power and authority to enter into this Agreed Order and to effectuate the purposes herein; (3) the Agreed Order will constitute the valid and legally binding obligation of each Party; and (4) the Agreed Order will be enforceable against each Party in accordance with the respective terms hereof.

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 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.

This Agreed Order may not be modified except by a written agreement signed by all Parties. 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 Board, 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, the 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 disciplinary action, this Agreed Order, or its administration.

### **Acceptance by the Board**

This Agreed Order, once executed by the Respondent, shall be presented to the Board 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 the Board is free to accept or reject this Agreed Order, and if rejected by the Board, a formal disciplinary hearing against the Respondent may be scheduled thereafter with the Hearing Officer and counsel. The Respondent hereby agrees to waive any right the Respondent might have to challenge the impartiality of the Board, based solely upon the presentation of this Agreed Order, to hear the disciplinary charges if, after review by the Board, this Agreed Order is rejected.

If this Agreed Order is not accepted by the Board, it shall be regarded as null and void. Admissions by the Respondent in the Agreed Order will not be regarded as evidence against the Respondent at the subsequent disciplinary hearing. The Respondent will be free to defend herself and no inferences against the Respondent will be made from the Respondent's willingness to have entered into this Agreed Order.

**Effective Date**

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

**Costs**

The Parties shall bear their respective costs.

**Complete Agreed Order**

This Agreed Order embodies the entire agreement between the Board and the Respondent. This Agreed Order shall constitute a binding contract between the Respondent and the Board, subject only to approval by the Board as set forth above. The Respondent shall not rescind, revoke, withdraw, or seek to modify this Agreed Order prior to or during its presentation to the Board at a regularly scheduled meeting of the Board. It may not be altered, amended or modified without the express written consent of both parties.

**Cooperation with the Board**

The Respondent agrees to permit and cooperate with the Board, its members, agents, and employees, and its Impairment Committee and representatives, to monitor the Respondent's compliance with the terms and conditions of this Agreed Order. The Respondent shall sign and file any appropriate authorizations, releases, or both for information that may be requested by the Board or its representative member.

\_\_\_\_\_  
Chair, Kentucky Board of  
Licensed Professional Counselors

Date May 15, 2020

Have Seen, Understood, and Agree:

Lauren R. Griffith

Lauren Renee Rose-Griffith

Respondent

Date \_\_\_\_\_

Bryan D. Morrow

Bryan D. Morrow  
500 Mero Street 218 NC  
Frankfort, KY 40601

Counsel for the Board.

Date May 14, 2020

### CERTIFICATE OF SERVICE

I hereby certify that a copy of the Agreed Order was mailed by electronic mail and regular first class mail on this 21 day of May, 2020, to:

Lauren Renee Rose-Griffith

*Respondent*

And via electronic mail to:

Bryan D. Morrow,  
Public Protection Cabinet, Office of Legal Services  
500 Mero Street 218 NC  
Frankfort, Kentucky 40601

*Board Counsel*

kef  
Board Administrator