



KENTUCKY BOARD OF LICENSED PROFESSIONAL COUNSELORS

Matthew G. Bevin
Governor

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Mark Hamm
Chair

September 26, 2019

Via E-mail

Trena Penney
[REDACTED]
[REDACTED]

Re: Agreed Order ico 2019-LPC-001, Todd Dials v. Trena Penney, LPCA

Dear Ms. Penney:

At its last regularly scheduled meeting, the Kentucky Board of Licensed Professional Counselors voted to accept an Agreed Order in this case, which incorporates this letter of reprimand. Kentucky Revised Statute 335.540 authorizes the Board to issue a letter of reprimand as a disciplinary measure.

As contained in the above referenced Agreed Order, your actions failed to comply with the Professional Counselor Code of Ethics contained in 201 Kentucky Administrative Regulation 36:040. Accordingly, you are hereby reprimanded pursuant to KRS 335.540(1).

Very truly yours,

A handwritten signature in black ink, appearing to read "Mark Hamm".

Mark Hamm,
Chair, Kentucky Board of Licensed Professional Counselors

Cc: Hon. Robert Renfroe, attorney; Scottiann McLain, supervisor

COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF LICENSED PROFESSIONAL COUNSELORS.
AGENCY CASE NO. 2019LPC00001

TODD DIALS

COMPLAINANT

V.

TRENA PENNEY, LPCA #172596

RESPONDENT

AGREED ORDER

The Kentucky Board of Licensed Professional Counselors ("Board") and Trena Penney ("Respondent") hereby enter into this Agreed Order to resolve this case.

Facts

The Respondent is an LPCA, Certificate No. 172596. In 2019LPC00001, the complaint alleged that Respondent entered into a personal relationship with a client in violation of the company's code of ethics. Respondent was terminated from the company on December 19, 2018.

At issue was a text message Respondent sent to the client. It stated, "Good morning sweetie! Don't worry when you can't get back with me. I am a woman...not a girl. I understand you got things going on, so do I. We will connect when we can. Meanwhile take this [lip emoji] and put it where you want to until I see you again... ttyl." Respondent denied any romantic involvement with the client, rather, she stated, she talks to lots of people in this manner.

During the Board's investigation, the investigator spoke to the client's wife. She stated that her husband told her that Respondent wanted to take him and their two sons to Tennessee for a weekend. The client said that Respondent was not serious about this. Respondent denies having this conversation with the client.

There is substantial evidence to find that the Respondent failed to advance and protect the welfare of her client; exploited the trust and dependency of the client; and engaged in a dual relationship with a client that impaired professional judgment and incurred a risk of exploitation of the client. Respondent's conduct, if proven, would constitute a violation of KRS 335.540(a), (g), and (h) and 201 KAR 36:040, Section 1(1), Section (2)(b), and (c).

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, though no specific findings of wrongdoing have been made by the Board, the Respondent acknowledges that the Board could find, by a preponderance of the evidence, that she engaged in conduct that violates the provisions of KRS 335.540(a), (g), and (h) and 201 KAR 36:040, Section 1(1), Section (2)(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 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. Though no specific findings of wrongdoing have been made by the Board, the Respondent acknowledges that the Board could find that she engaged in conduct that violated the provisions of K KRS 335.540(a), (g), and (h) and 201 KAR 36:040, Section 1(1), Section (2)(b), and (c).

The Respondent agrees to:

- (1) Receive a public reprimand from the Board, copy attached; and
- (2) Continue weekly supervision with her current supervisor, sample terms of supervision attached. Supervision must consist of at least weekly one-hour documented face-to-face in-person supervision. Professional boundaries must be discussed at each session. If Ms. Penney's current supervisor is unable or unwilling to abide by the terms of supervision, then Ms. Penney must submit three names of proposed on-site Board-approved supervisors with whom she does not have a dual relationship and who can provide face-to-face in-person on-site supervision. This period of supervision will continue while Ms. Penney is active and eligible to practice as an LPCA and last until Ms. Penney applies for and is approved as an

LPCC; and

(3) Not violate the provisions of KRS 335.500 to 335.599 or 201 KAR Chapter 36.

The Board agrees to:

In exchange, the Board would agree to:

(1) Issue a public reprimand to Ms. Penney; and

(2) Not seek any additional disciplinary action against your client based on the factual allegations set forth in the Agreed Order.

* * *

The Respondent understands that this action shall constitute a reportable disciplinary action against the Respondent's credential for purposes of any professional organization, national database, or licensing board. This matter may be reportable under state or federal law.

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: (a) has taken all requisite action to authorize the execution, delivery and performance of its obligations hereunder; (b) has all requisite power and authority to enter into this Agreed Order and to effectuate the purposes herein; (c) the Agreed Order will constitute the valid and legally binding obligation of each Party; and (d) 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 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, 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 Kentucky Board of Licensed Professional Counselors 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.

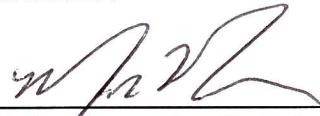
Complete Agreed Order

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 and/or releases for information that may be requested by the Board or its representative member.



Chair, Kentucky Board of Licensed
for Professional Counselors

Date 9/20/19

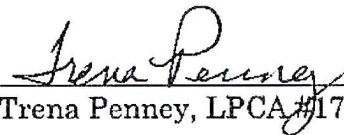
Have Seen, Understood, and Agree:



Hon. Robert T. Renfroe
McBayer, McGinnis, and Leslie
P.O. Box 280
Greenup, KY 41144
robertrenfroe@mmlkadvantage.com

Counsel for Respondent

Date 9-13-2019



Trena Penney, LPCA #172596

Respondent

Date 9.13.2019

Bryan D. Morrow

Bryan D. Morrow
Public Protection Cabinet,
Office of Legal Services
656 Chamberlin Avenue, Suite B
Frankfort, Kentucky 40601
Board Counsel

Date 9/20/19

CERTIFICATE OF SERVICE

I hereby certify that today, a copy of the Agreed Order was mailed via electronic mail to Respondent's attorney:

Hon. Robert T. Renfroe
McBrayer, McGinnis, and Leslie
P.O. Box 280
Greenup, KY 41144
robertrenfroe@mmlkadantage.com

And the Board's attorney:

Bryan D. Morrow,
Public Protection Cabinet, Office of Legal Services
656 Chamberlin Avenue, Suite B
Frankfort, Kentucky 40601
Bryan.morrow@kv.gov

Date: 9/23/2019



Board Administrator