

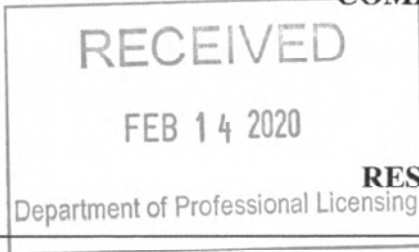
COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF LICENSED PROFESSIONAL COUNSELORS
AGENCY CASE NO. 2019LPC00045

KENTUCKY BOARD OF LICENSED
PROFESSIONAL COUNSELORS

COMPLAINANT

V.

TRACY BENTLEY, LPCA #163437



RESPONDENT

AGREED ORDER

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

Facts

The Respondent is a Licensed Professional Counselor Associate, Certificate No. 163437. Her license expired December 31, 2018. She also has pending before the Board an application to become a Licensed Professional Clinical Counselor. The Board received information that since December 2017, Respondent did not have a board-approved supervisor. Despite this, she claimed 2400 hours of direct time in 2018. There is substantial evidence to find that the Respondent practiced under an associate's license without a board-approved supervisor.

~~Respondent's conduct, if true, would constitute a violation of KRS 335.525(5)(a) and~~
201 KAR 36:060.

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 violates the provisions of KRS 335.525(5)(a) and 201 KAR 36:060.

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 335.525(5)(a) and 201 KAR 36:060.

The Respondent agrees to:

- (1) Receive a written reprimand from the Board;
- (2) Submit three names of proposed Board-approved supervisors with whom Respondent does not have a dual relationship and who are willing to supervise her under the terms of the Agreed Order;
- (3) Receive one year of additional supervision under 201 KAR 36:060 from a board-approved supervisor. The supervision will focus on ethical documentation. After the additional year of supervision and successful completion of the terms of this Agreed Order, Respondent can reapply for her LPCC credential;
- (4) Within three months from the signing of the Agreed Order, complete three hours of ethics CEs. Respondent understands that these hours will not count toward her 10 hours required to be accrued by each licensee during the annual period for renewal; and
- (5) Not violate the provisions of KRS 335.500 to 335.599 or 201 KAR Chapter 36.

The Board agrees to:

- (1) Issue the written reprimand;
- (2) Approve a supervisor who meets the qualification of 201 KAR 36:066 and who states that he or she is willing to supervise Respondent under the terms of this Agreed Order; and

- (3) Not seek any additional disciplinary action against the 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.

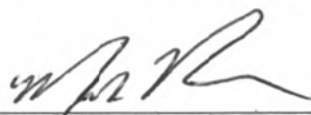
Complete Agreed Order

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

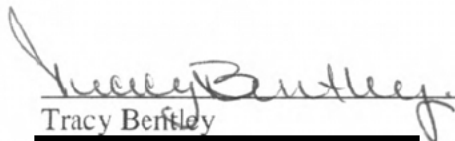
The Respondent agrees to permit and cooperate with the Board, its members, agents, and employees, and its Impairment Committee and representatives, to monitor the Respondent's compliance with the terms and conditions of this Agreed Order. The Respondent shall sign and file any appropriate authorizations,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



Chair, Kentucky Board of
Licensed Professional Counselors

Date 2/21/20


Have Seen, Understood, and Agree:



Tracy Bentley

Respondent

Date _____



Bryan D. Morrow
Public Protection Cabinet
Office of Legal Services
500 Mero Street 218 NC
Frankfort, KY 40601
Bryan.Morrow@ky.gov

Counsel for the Board.

Date 2/6/20

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Agreed Order was mailed by regular first class mail

on this 21 day of February, 2020, to:

Tracy Bentley



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 Attorney

A handwritten signature in cursive script, appearing to read 'B.D. Morrow', written over a horizontal line.

Board Administrator