

COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF LICENSED PROFESSIONAL
COUNSELORS CASE NO. 2024-LPC-00033

KENTUCKY BOARD OF LICENSED
PROFESSIONAL COUNSELORS PETITIONER v.

LUCAS STINNETT

LPCC, License No. 284708 RESPONDENT **AGREED ORDER**

The Kentucky Board of Licensed Professional Counselors (the "Board"), and Lucas Stinnett, LPCC, License Number 284708, ("Respondent") hereby agree as follows: 1. On August 6, 2024, the Board received Complaint No. 2024-LPC-00033 from Leisia K. Landers. (the "Complainant"). Complainant alleged Respondent engaged in "ethical and possible HIPAA violations" based on therapy sessions with the Respondent's former client (Complainant's current client, C.C.). The allegations include contact with the client outside of Respondent's office, after Respondent left KNG Counseling when Respondent continued to see the client as self-pay, met with her at her home and out in the community, and then abandoned the client without a referral for continuation of care, among other things.

2. Respondent timely submitted an undated response to the complaint and denied all allegations other than making an admission he was not able to contact a few of his clients that he was taking a medical leave.

3. On August 20, 2024, Complainant filed a rebuttal.

4. On September 20, 2024, the Board referred the matter for an investigation to Clinton Investigations, LLC.

5. On September 30, 2024, the Board received a letter of legal representation for

Respondent.

6. On November 17, 2024, the Board's investigator submitted a list of questions to Respondent's counsel which were intended to be posed at Respondent's interview and requesting that a phone or video call be scheduled.

7. On December 23, 2024, Respondent's counsel supplied responses to the list of questions posed by the Board's investigator in lieu of an interview, and wherein the Respondent stated client sessions with C.C. were held "[o]ut in the community", admitted he met with C.C. in the park to provide a counseling session on one (1) occasion, and that Respondent met with C.C. at her home approximately three (3) times to provide counseling sessions.

8. On May 11, 2025, Clinton Investigations submitted its Final Report wherein the Board's investigator reported that during the interview with the Respondent's former client, C.C., the client indicated she and Respondent walked up and down the hall where someone could have heard them during an appointment at K&G Counseling and Consulting, upon termination of employment with K&G Counseling and Consulting the Respondent offered to continue C.C. as a client on a cash basis, met at C.C.'s home and would sometimes take walks at a park or at the River Walk, that Respondent shared personal information about his own life and problems during sessions, among other things.

9. Respondent acknowledges the Board is authorized to take disciplinary action against him for the above-described violations if, after investigation and a KRS Chapter 13B administrative hearing, the Board finds the Respondent engaged in conduct

that violated the provisions of KRS 335.540(1)(g), 201 KAR 36:040. Section 1.(1), Section 2.(19), (28), (29) and (43), Section 4.(2), and Section 5(1).

10. Respondent acknowledges that if this matter was to proceed to an Administrative Hearing, there may exist sufficient evidence to sustain a disciplinary action against him. Therefore, Respondent agrees to settle this matter in an expeditious manner without resorting to an administrative hearing and the parties have mutually decided to resolve any potential disciplinary action by means of this Agreed Order as authorized by 201 KAR 36:050. Section 4.

AGREEMENT

The Board and Respondent mutually agree to enter into this Agreed Order in resolution of Complaint No. 2024-LPC-00033, under the following terms and conditions:

11. The agreed upon terms are as follows:

a. The parties agree the Board will issue a public reprimand for conducting counseling sessions in a non-confidential setting, lack of professionalism, and failure to properly transition care of some clients, with the following terms of discipline:

i. The Respondent agrees to six (6) months of supervision by a board approved supervisor, with the supervisor's submission of a Supervision Report at the end of the 6-month period advising the Board of Mr. Stinnett's progress in maintaining client confidentiality, professionalism, and properly transitioning care;

ii. The Respondent agrees to complete ten (10) hours of continuing

education units ("CEUs"), which must include education on dual

3

relationships, confidentiality, and transition of care. These CEUs shall be in addition to the annual CEU requirements for renewal; and

iii. The Respondent agrees to abide by all terms of the Agreed Order, as well as the requirements of all applicable statutes and regulations for all licensees.

b. The Board acknowledges and approves Respondent's self-imposed policy improvements to ensure the proper transition of care for all clients, as follows:

i. Respondent has formalized a written policy defining client inactivity and outlining steps for case closure after a defined period (e.g., 30–60 days with no contact);

ii. Respondent ensures documentation of all outreach efforts will be placed in client files and, when appropriate, closure letters will be sent after disengagement; and

iii. Respondent has adopted a standard protocol to notify all open cases, even if inactive, of any extended absences or medical leave to avoid any perception of client abandonment.

12. Respondent shall execute and return a copy of this Agreed Order to the Board within thirty (30) days of receipt of the Agreed Order or it shall be null and void, and the Board may may pursue administrative remedies which may include further disciplinary action.

13. Respondent acknowledges the seriousness of the allegations contained within Complaint No. 2024-LPC-00033.

14. Respondent acknowledges that by signing this Agreed Order he has waived his hearing rights, which specifically include any right to a KRS Chapter 13B hearing,

4

including the right to be represented by counsel, to subpoena witnesses, and the right to appeal the Board's decision as entered in this Agreed Order and the full panoply of rights of hearing and appeal related to his license as authorized by statute and regulation.

15. Respondent acknowledges that this Agreed Order, upon execution of same, 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 Agreed Order shall not become effective until it has been approved by the Board and endorsed by the Chair of the Board.

16. Respondent acknowledges the Board is under no obligation to accept or reject this Agreed Order. If this Agreed Order is rejected by the Board, it shall be regarded as null and void, and of no effect.

17. Upon approval of this Agreed Order by the Board, the Board shall close Complaint No. 2024-LPC-00033 as informally settled. Any violation by Respondent of the terms of this agreement shall be grounds for further action by the Board.

18. Respondent acknowledges that at all times, during the pendency of this action, Respondent had the opportunity to consult with legal counsel. 19. 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, and will be available via the Board's website.

20. All parties and their undersigned representatives warrant and represent that

they have the requisite power and authority to enter into this Agreed Order and to effectuate the purposes herein, and that this Agreed Order shall be legally binding and enforceable against each party in accordance with terms of the Agreed Order.

5

21. This Agreed Order shall be governed in all respects by the laws of the Commonwealth of Kentucky. Any disputes arising under this Agreed Order shall be resolved in the Circuit Court of Franklin County, Kentucky; the parties' consent and agree to the *in personam* jurisdiction of such Court.

22. This Agreed Order may not be modified except by a written agreement executed by all parties.

HAVE SEEN AND AGREED:

Lucas Stinnett 12/11/2025 Lucas Stinnett,
LPCC, License No. 284708 Date
494 Hub Blvd.
Bowling Green, Kentucky 40103
Lucas.stinnett15@gmail.com
Respondent

Lorie A Brown 12/12/25 Lorie A. Brown.
R.N., M.N., J.D. Date
6214 Broadway Street
Indianapolis, IN 46220
lorie@brownlaw1.com
Counsel for Respondent

Denise Hutchins 12/19/2025 Denise Hutchins,
Chair Date
Kentucky Board of Licensed
Professional Counselors

Sara Boswell Jones 1/7/2026 Sara Boswell
Janes, Staff Attorney III Date
Sara.janes@ky.gov
Counsel for KY Board of Licensed Professional Counselors

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Agreed Order was mailed this 7th
day of January 2025, by electronic mail, and on the 7th day of
January, 2025, mailed by regular first-class mail and to:

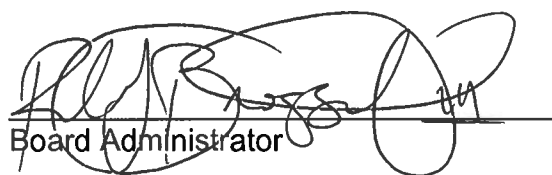
6

Lucas Stinnett, LPCC
494 Hub Blvd.
Bowling Green, Kentucky 40103
Lucas.stinnett15@gmail.com
Respondent

Lorie A. Brown, R.N., M.N., J.D.
6214 Broadway Street
Indianapolis, IN 46220
lorie@brownlaw1.com

And via electronic mail to:

Sara Boswell Janes, Staff Attorney III
Sara.janes@ky.gov
Board Counsel


Board Administrator