

COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF LICENSED PROFESSIONAL COUNSELORS
CASE NO. 2021-LPC-00022

Kentucky Board of Licensed Professional Counselors,

Petitioner;

v.

Maja Cupac, LPCC, License No. 104514,

Respondent.

AGREED ORDER

The Kentucky Board of Licensed Professional Counselors (the "Board"), and Maja Cupac, LPCC license #104514, hereby agree as follows:

FACTS

1. On July 9, 2021, the Board received complaint number 2021-LPC-00022 against Cupac from a family member of Cupac's former client. After all parties were afforded an opportunity to respond pursuant to applicable law, the Board conducted an investigation. The Board's investigation into the allegations of the complaint substantiated the following facts.
2. From 2017 to July 2021, Cupac provided counseling services to a client with a history of alcoholism. Cupac began treating the client when the client was in a residential treatment program for alcohol abuse.
3. During the first half of 2021, Cupac, along with her husband and child, visited the client's home on at least two occasions.
4. The client believed Cupac visited her home as the client's friend on at least three occasions.

5. Cupac indicated to the Board investigator that she visited the client at the client's home in order to perform suicide assessments only. No clinical notes exist for Cupac's home visits for alleged suicide assessments.
6. Cupac's client's family member complained that Cupac brought her client gifts at the client's home. Cupac denied giving the client gifts except admitted bringing a bouquet of flowers to her client's home.
7. Cupac picked the client up and drove her to area restaurants where they ate, along with the Cupac's husband and child, on at least two occasions in 2021.
8. In July 2021, Cupac picked the client up at her home and drove her to a restaurant, where they ate brunch with Cupac's and the client's family members.
9. At that brunch, the client's family member observed Cupac drinking alcoholic cocktails with the client.
10. The client indicated to the Board investigator that she and Cupac drank alcoholic cocktails when Cupac drove them to brunch on three occasions in 2021.
11. The client and her family member allege that Cupac picked the client up and brought her to Cupac's home for a meal. Cupac disputes that the client ever visited her home.
12. The client and her family member allege that Cupac invited the client to a birthday party for Cupac's child. Cupac denies inviting the client.
13. On March 25, 2020, Cupac's counseling sessions moved from in-person to virtual due to the COVID-19 pandemic. While Cupac indicated to the Board investigator that the client verbally consented to the use of the FaceTime application for telehealth counseling services, Cupac's treatment notes document only that she and her client "discussed different ways of conducting telehealth session."

14. Upon review of all available information, the Board concluded that there is substantial evidence that Cupac violated several provisions of the Board's code of ethics, including 201 KAR 36:040 § 1(1), (2)(b) and (c), § 2(1), (2), (19), (25), and (28), § 5(22), and § 6(3).

15. The Board is authorized under KRS 335.515(7) and 335.540(1) to impose supervisory or probationary conditions upon certificate holders. Cupac agrees the Board may impose such conditions upon her license for the above-described violations.

16. Instead of pursuing a disciplinary hearing, the parties have mutually decided to resolve any potential disciplinary action by means of this Agreed Order.

The Board and Cupac now therefore agree to this Agreed Order, which resolves Complaint Number 2021-LPC-00022 on the following terms and conditions:

FINDINGS

Cupac admits the facts set forth herein. Cupac 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(1)(g) and 201 KAR 36:040 § 1(1), (2)(b) and (c), § 2(1), (2), (19), (25), and (28), § 5(22), and § 6(3).

VOLUNTARY WAIVER OF RIGHTS

Cupac has had the opportunity at all times to seek advice concerning this matter from competent counsel of her choice. No coercion has been exerted upon Cupac, nor have any promises been made other than those reflected in this Agreed Order, to induce her to execute this Agreed Order. Cupac has freely and voluntarily entered into this Agreed Order, motivated only by a desire to resolve the issues addressed herein. Cupac has executed this Agreed order only after a careful reading of it and a full understanding of all of its terms. Cupac waives the right to challenge any term or condition of this Agreed Order notwithstanding any other statutory

provision of KRS 335.500 to 335.599, or 201 KAR Chapter 36. Cupac expressly agrees those terms and conditions contained therein are exclusively a matter of private right.

Cupac is fully aware of her rights to contest charges in a formal hearing. Those rights include: representation by an attorney at Cupac's own expense, the right to a public hearing on any charges contained in the Board's formal complaint, the right to confront and cross-examine witnesses called to testify against Cupac, the right to present evidence on Cupac's behalf, the right to compulsory process to secure the attendance of such witnesses, the right to testify on Cupac's own behalf, the right to receive written findings of fact and conclusions of law supporting the decision on the merits of the Board's 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.

Cupac understands that by entering into this Agreed Order she waives all of those rights in consideration for the Board's acceptance of this Agreed Order.

JURISDICTION

Cupac acknowledges that the Board has jurisdiction over Cupac and the conduct which has precipitated this Agreed Order. Cupac also acknowledges that the Board has the legal power to take disciplinary action up to and including revocation of Cupac's license to practice professional counseling in Kentucky. Cupac 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

Cupac acknowledges that, 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, Cupac 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

In consideration of the mutual promises, covenants, and agreements contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Cupac 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 institute further disciplinary action.
2. Cupac's LPCC license shall be suspended for a period of one year.
3. Upon successful completion of a Board-approved continuing-education course on counselor-client dual relationships and provision of satisfactory proof of same to the Board, the balance of Cupac's suspension shall be probated.
4. Cupac's counseling work shall be supervised by a licensed LPCC-S during the term of her probation. Cupac shall be prohibited from performing counseling services until she submits to the Board and the Board approves a written supervision agreement in substantially the same form as that submitted by Licensed Professional Counselor Associates, with the approval and signature of a proposed supervisor LPCC-S. Cupac shall be required to meet once weekly with that approved LPCC-S to supervise her work. Such meetings may be in-person or via video conferencing technology.

5. Cupac agrees to commit no violations of statutes and regulations governing her license to practice as a Licensed Professional Clinical Counselor.

6. Upon approval of this Agreed Order by the Board, the Board shall dismiss complaint number 2021-LPC-00022. Any violation by Cupac of the terms of this agreement shall be grounds for further action by the Board, including but not limited to the reopening of this complaint.

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

8. Cupac acknowledges that at all times relevant hereto she has had the opportunity to retain and consult with competent legal counsel of her choosing.

9. All parties agree to take all actions necessary that would cause the conditions and obligations under this Agreed Order to become effective upon the effective date of this Agreed Order, or, in the event that additional documents may need to be executed after the effective 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.

ACCEPTANCE BY THE BOARD

Cupac acknowledges that this Agreed Order, after her 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. Cupac understands the Board is under no obligation to accept or reject this Agreed Order, and hereby waives any right she may have had to challenge, based upon the presentation of this Agreed Order to the Board, the impartiality of the Board to hear an administrative action if this Agreed Order is rejected. If this Agreed Order is rejected by the Board, it shall be regarded as null and void, and of no effect. No statement or term contained in this Agreed Order will be regarded as evidence in any subsequent disciplinary hearing, nor shall any inference be taken from Cupac's willingness to enter into this Agreed Order.

ENFORCEABILITY

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.

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.

CHOICE OF LAW, VENUE, AND TRIAL RIGHTS

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. The parties agree that trial of any such litigation shall be by bench trial only, and each party hereby waives its right to jury trial in any dispute arising from this Agreed Order.

COSTS

The parties shall bear their respective costs.

MODIFICATION

This Agreed Order may not be altered, amended, or modified except by a written agreement executed by all parties.

RELEASE OF LIABILITY

Cupać and Cupać's executors, administrators, successors and assigns hereby release and forever discharge 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, that Cupać 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.

ENTIRE AGREEMENT

This Agreed Order embodies the entire agreement between the Board and Cupać. This Agreed Order shall constitute a binding contract between Cupać and the Board, subject only to approval by the Board as set forth above. Cupać 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.

HAVE SEEN AND AGREED:

Maja Cupac, LPCC-S, NCC
Maja Cupac, LPCC, License No. 104514
Respondent

4/18/22
Date

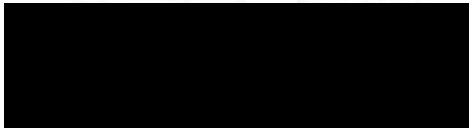
Andrea Brooks
Dr. Andrea Brooks
Chair
Kentucky Board of Licensed Professional Counselors

April 22, 2022
Date

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Agreed Order was mailed today by certified mail, return receipt requested and via electronic mail to:

Maja Cupac, LPCC-S



Respondent

And via electronic mail to:

Michael Barnett
Kentucky Board of Licensed Professional Counselors
500 Mero Street
2 SW 19
Frankfort, Kentucky 40602
michael.barnett@ky.gov
Board Counsel

Date: 05/04/2022

[Signature]
Board Administrator