

**COMMONWEALTH OF KENTUCKY
BOARD OF SOCIAL WORK
AGENCY CASE NO. 2015-12
ADMINISTRATIVE ACTION NO. 15-KBSW-0239**

**COMMONWEALTH OF KENTUCKY,
BOARD OF SOCIAL WORK**

PETITIONER

V.

**SUSAN RAQUE
(License No. 964)**

RESPONDENT

SETTLEMENT AGREEMENT, RELEASE AND FINAL ORDER

This Settlement Agreement, Release, and Final Order ("Agreement") is entered into by the Commonwealth of Kentucky, Board of Social Work ("Board") and Susan Raque ("the Respondent").

RECITALS ;

WHEREAS, the Commonwealth of Kentucky, Board of Licensed Professional Counselors (hereafter "Board") having authorized the initiation of a disciplinary action against Susan Raque, License No. 964 (hereafter "Respondent");

WHEREAS, the Respondent is a licensed clinical social worker in the Commonwealth of Kentucky, having been issued License No. 964. She was licensed throughout the period of time that underlies this Complaint; and

WHEREAS, the Respondent was employed by Seven Counties Services, Inc., Family Recovery Program ("FRP") as a therapist during the time period in question; and

WHEREAS, on May 15, 2015, the Vice President of Compliance/QI received a call about the Respondent who allegedly billed and documented for several service time amounts that she did not provide; and

WHEREAS, following the telephone conversation, the Respondent's supervisor reviewed documents with the parent of the FRP client and found discrepancies between the amount of time the parent reported being seen and the amount of time documented by Respondent on the notes. The Respondent's supervisor contacted three (3) more parents of the FRP clients and did (or attempted to do) the same review with those parents. Two (2) of the parents of the FRP clients reported being seen for a significantly less amount of time than was reflected in the documentation prepared and submitted by Respondent; and

WHEREAS, on May 19, 2015, the Respondent acknowledged during an interview with Seven Counties that she did bill for 2-4 hours of service for each client session and admitted she did not provide the full amount of services she billed. She also admitted that she was unclear how long she stayed with each client but stated she was wrong to bill for more time than she provided. The Respondent admitted that she billed for travel, documentation, and texting. She acknowledged that Medicaid should only be billed for face-to-face service; and

WHEREAS, the Board alleged in its Complaint that the Respondent violated KRS 335.150(1)(c) and KRS 335.150(1)(g); and

WHEREAS, the parties mutually desire to settle the matter in an expeditious manner without resorting to a disciplinary hearing; and

WHEREAS, the Respondent has had the opportunity at all times to seek advice from competent counsel of choice, and no coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this agreement; and

WHEREAS, the Respondent freely and voluntarily enters into this agreement, motivated by a desire to resolve the issues addressed herein, and the Respondent has executed this Settlement Agreement only after a careful reading of it and a full understanding of all of its terms; and

IT IS HEREBY STIPULATED AND AGREED between the undersigned parties that this matter shall be settled and resolved as follows:

Jurisdiction

The Respondent acknowledges the Board has jurisdiction over the Respondent and her license as a licensed professional clinical counselor, and the conduct which has precipitated this Settlement Agreement.

The Respondent acknowledges the Board has the legal power and authority to take disciplinary action up to and including revocation of the Respondent's credential.

The Respondent acknowledges the Board will retain jurisdiction over this matter until all terms and conditions set forth in this Settlement Agreement have been met to the satisfaction of the Board. The Respondent expressly indemnifies the Board for any costs incurred, including reasonable attorney fees, to enforce any provision of this Settlement Agreement should the Board determine the Respondent has not met any term of this Settlement Agreement after notice and opportunity to be heard.

Costs

The Board and the Respondent shall each bear their own costs incurred in this matter except as provided below.

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:

1. The parties agree to settle this matter. The Respondent admits to the allegations of the Complaint. The Respondent agrees that this Settlement Agreement constitutes disciplinary actions against her license by the Board. The Board agrees that this Settlement Agreement shall resolve any issues over which the Board has authority under KRS 335.010 to KRS 335.170 and 201 KAR Chapter 23 that arise from the aforementioned complaint.

2. By entering into this Agreement, the Respondent recognizes that if this matter was to go to an administrative hearing, the Board may have sufficient evidence to sustain a disciplinary action against her. Nevertheless, the parties desire to settle this matter in an expeditious manner without resorting to a disciplinary hearing, and in doing so, she does not admit to, and expressly denies, any wrongdoing or liability.

3. The Respondent agrees to the following terms:

- a. Her license shall be suspended for a period of one year. The revocation of the license shall be probated for a period of one (1) year during which the Respondent may continue to practice clinical social work;
- b. The Respondent shall pay a fine of \$1,500.00 no later than one (1) year from the effective date of this Agreement;

- c. During the one-year period of probation, the Respondent shall complete a three (3) hour continuing education unit on proper billing practice or billing ethics within the probationary period; and
 - d. The Respondent waives her right to an administrative hearing under KRS Chapter 13B and judicial review of the Final Order under KRS 13B.150.
4. The Board agrees to:
- (a) Suspend the Respondent's license, which shall be probated for one-year;
 - (b) Impose the terms of probation stated above, and
 - (c) Not seek any additional disciplinary action against the Respondent based on the factual allegations enumerated in the Notice of Administrative Hearing and Complaint in this matter.
5. The parties agree to execute all documents necessary to settle and dismiss Board Action No. 2015-12 and Administrative Action No. 15-KBSW-0239.
6. The Respondent expressly understands that this Settlement Agreement, Release, and Final Order shall constitute a reportable disciplinary action against the Respondent's license for purposes of any professional organization, national database, or licensing board.
7. The Respondent expressly understands failure to comply with and complete all terms of this Settlement Agreement, Release and Final Order may constitute failure to comply with an Order of the Board under KRS 335.150(1)(f) for which the Board may impose additional penalties available under law after notice and opportunity to be heard.
8. The Respondent expressly understands that a violation of the terms of her probation may result in the Board revoking her probation resulting in the revocation of the Respondent's credential to practice social work in the Commonwealth of Kentucky

9. The Parties agree to take all actions necessary that would cause the conditions and obligations under this Agreement to become effective upon the date of this Agreement, or, in the event that additional documents may need to be executed after the date of this Agreement, the Parties agree to cooperate with each other and execute such additional documents to effectuate the purposes as stated herein.

10. Each of the Parties represents and warrants to the other that it has taken all requisite action to authorize the execution, delivery and performance of its obligations hereunder, and that each party has all requisite power and authority to enter into this Agreement and to effectuate the purposes herein and that the Agreement will in fact be legally binding and will constitute the valid and legally binding obligation of each party and will be enforceable against each party in accordance with the respective terms hereof.

11. This Agreement 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.

12. This Agreement may not be modified except by a written agreement signed by all Parties.

13. The Parties represent, agree, and acknowledge that they have read this Agreement in its entirety and fully understand and agree to its terms.

Release of Liability

In consideration of execution of this Settlement Agreement, the Respondent, the Respondent's executors, administrators, successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, the Board, and the Kentucky Attorney General, 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 Respondent ever had, now has, may have or claim to have against any or all of the persons or entities names in this paragraph arising out of or by reason of this investigation, this settlement or its administration.

Acceptance by the Board

This Settlement Agreement, when executed by the Respondent, shall be presented to the Kentucky Board of Social Work with a recommendation for approval from the Board's counsel and case manager at the next regularly scheduled meeting of the Board following receipt of the executed Agreement. The Settlement Agreement shall not become effective until it has been approved by a majority of the Board and endorsed by the Chair of the Board.

The Respondent understands the Board is free to accept or reject this Settlement Agreement. The Respondent hereby agrees to waive any rights he might have to challenge, based solely on the presentation of this Settlement Agreement to the Board, the impartiality of the Board to hear this administrative action if, after review by the Board, this Settlement Agreement is rejected.

If the Settlement Agreement is not accepted by the Board, it shall be regarded as null and void. Representations and/or admissions by the Respondent in the Settlement Agreement, or other settlement proposals, will not be regarded as evidence against the Respondent at any

subsequent disciplinary hearing. The Respondent will be free to defend and no inferences against the Respondent will be made from the willingness to have entered into this Settlement Agreement.

Open Records

The Respondent acknowledges this Settlement Agreement is subject to disclosure under the Kentucky Open Records Act, may be reportable under federal law, and may be shared with any professional organization or licensing board as the Board deems appropriate in its discretion.

Complete Agreement

This Settlement Agreement, Release, and Final Order consists of eleven (11) pages including the Certificate of Service, which embodies the entire agreement between the Board and the Respondent. It may not be altered, amended or modified without the express written consent of both parties.

Effective Date

The effective date of this Settlement Agreement, Release, and Final Order shall be the date it is accepted by the Board and signed by the Chairperson of the Board.

Findings of Facts, Conclusions of Law, and Final Order

This matter is before the Board of Social Work from this Settlement Agreement, Release and Final Order. Pursuant to KRS 13B.110(5), after having reviewed the administrative record, and the terms of the Settlement Agreement, Release and Final Order, the Board makes the following findings:

1. The Respondent is a licensed clinical social worker in the Commonwealth of Kentucky, having been issued License No. 964. She was licensed throughout the period of time that underlies this Complaint.

2. The Respondent was employed by Seven Counties Services, Inc., Family Recovery Program ("FRP") as a therapist during the time period in question.
3. On May 15, 2015, the Vice President of Compliance/QI received called about the Respondent who allegedly billed and documented for several service time amounts that she did not provide. Following the telephone conversation, the Respondent's supervisor reviewed documents with the parent of the FRP client and found discrepancies between the amount of time the parent reported being seen and the amount of time documented on the notes. The Respondent's supervisor contacted three (3) more parents of the FRP clients and did (or attempted to do) the same review with those parents. Two (2) of the parents of the FRP clients reported being seen for a significantly less amount of time than was reflected in the documentation.
4. The Respondent acknowledged during an interview with Seven Counties that she did bill for 2-4 hours of service for each client session and admitted she did not provide the full amount of services she billed. She also admitted that she was unclear how long she stayed with each client but stated she was wrong to bill for more time than she provided. The Respondent admitted that she billed for travel, documentation, and texting. She acknowledged that Medicaid should only be billed for face-to-face service.
5. The Respondent admitted that she improperly billed for services.
6. The Board has sufficient evidence to determine that the Respondent violated KRS 335.150(l)(c) and KRS 335.150(l)(g).

IT IS HEREBY ORDERED THAT:

1. That the license of the Respondent Susan Raque shall be suspended for one year.

2. The revocation of the Respondent license shall be probated for one (1) year during which the Respondent may continue to engage in the practice of social work.

3. The SUSPENSION and PROBATION shall begin IMMEDIATELY.

4. The Respondent shall pay a FINE of \$1,500.00 no later than one (1) year from the execution of this Agreement

5. During the one-year period of probation, the Respondent shall Complete a three (3) hour continuing education unit on proper billing practice or billing ethics within the probationary period; and

This is a final and appealable order. Pursuant to KRS 13B.140(1), a party may institute an appeal of this Final Order by filing a petition in the appropriate court of venue within thirty (30) days after the Final Order is mailed or delivered by personal service.

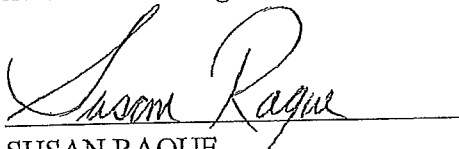
SO ORDERED this 22nd day of March, 2016.



WILLIAM M. ADCOCK
Chairperson
Kentucky Board of Social Work

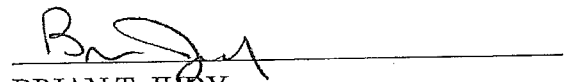
3-22-2016
Date

Have seen and agreed:



SUSAN RAQUE
Respondent

Date: 02-25-2016



BRIAN T. JUDY
Counsel for the Board of Social Work

Date: 3-22-16

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing **SETTLEMENT AGREEMENT, RELEASE AND FINAL ORDER** were mailed on this 24th day of March, 2016, to:

By certified mail, return receipt requested:

Susan Raque, LCSW
10401 Shadow Ridge Lane, Apt. 204
Louisville, Kentucky 40241

And by regular mail to:

James Dickinson
Office of the Attorney General
Division of Administrative Hearings
1024 Capital Center Drive, Suite 200
Frankfort, Kentucky 40601-8204

Brian T. Judy
Assistant Attorney General
Capitol Building
700 Capitol Avenue, Suite 118
Frankfort, Kentucky 40601-3449

Florence S. Guffman
Board of Social Work