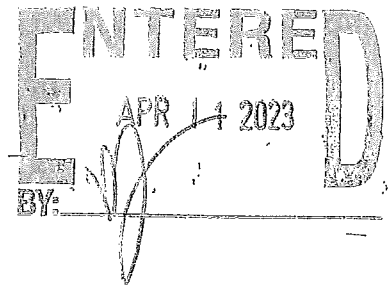


Commonwealth of Kentucky
Board of Social Work
Case No. 2020-049



**In Re: The License to Practice Social Work in the Commonwealth of Kentucky
held by Jacqueline Thomas, LCSW, License No. 253783**

Settlement Agreement

The Kentucky Board of Social Work ("the Board"), and Jacqueline Thomas, LCSW ("the Respondent"), based upon their mutual desire to resolve fully and finally this pending matter in an expeditious manner, without the need for filing a formal complaint and notice of evidentiary hearing pursuant to KRS 335.155, hereby enter the following Settlement Agreement and Agreed Order ("Settlement Agreement"):

Stipulation of Facts

The parties stipulate the following facts, which serve as the factual bases for this Settlement Agreement:

1. The Respondent was duly licensed by the Board to practice clinical social work within the Commonwealth of Kentucky, License No. 253783, issued December 12, 2018;
2. Between the fall of 2019 through February 2020, the Respondent provided treatment to a client;
3. The Respondent terminated the professional relationship in February 2020;
4. In response to a complaint filed with the Board, the Respondent filed a written response denying the romantic and sexual relationship was with a current client; the Respondent and the former client are now married;

Stipulated Conclusions of Law

The parties stipulate the following Conclusions of Law, which serve as the legal bases for this Settlement Agreement:

1. Based upon the Stipulation of Facts, the Respondent has engaged in conduct from which a violation of the provisions of KRS 335.150(6) and 201 KAR 23:080 § 11(4), and KRS 335.150(1(c) could be established by the Board. Accordingly, there are legal grounds for the parties to enter into this Settlement Agreement;

2. Pursuant to KRS 335.150(4), the parties may fully and finally resolve this pending matter without the filing of a formal complaint and an evidentiary hearing by entering into informal resolution such as this Settlement Agreement;

Agreed Order

Based upon the Stipulation of Facts and Stipulated Conclusions of Law, and based upon their mutual desire to resolve fully and finally this pending matter without an evidentiary hearing, the parties enter into the following Settlement Agreement and Agreed Order:

1. The Respondent agrees to a suspension of the Respondent's license for a period of three (3) years, fully probated for a period of three (3) years, but for an active suspension of ten (10) days consecutively starting no later than on or before July 31, 2023, with written notice of the effective date to be filed with the Board prior to the start of the active suspension, and with the effective date of the start of the probation shall be the date of entry of this Settlement Agreement signed and entered by the Board;

2. The Respondent shall file written notice with the Board, signed by the employer, that the Respondent has provided a true and accurate copy of this Settlement Agreement to any current employer on or by the date of the start of the active suspension, as above, and to

any future employer during the three (3) year period of probation on or before ten (10) days of the future employment; if any such employer refuses to sign such written notice, then the Respondent shall instead provide an affidavit to the Board of the Respondent's good-faith efforts to do so, and by the same deadlines as above;

3. During the ten (10) consecutive days of active suspension, as above, the Respondent shall be subject to the following terms and conditions:

- a. The Respondent shall not engage in the practice of social work as that term is defined in KRS 335.020(2), and otherwise shall not provide a social work service;
- b. The Respondent shall not otherwise violate any provision of KRS 335.010 – 335.160 and 201 KAR 23:080;

4. The Respondent shall not be assessed an administrative fine in consideration of other terms and conditions in this Settlement Agreement;

5. On or before May 15, 2023, the Respondent shall practice social work under the clinical supervision by a Licensed Clinical Social Worker, who may be selected by the Respondent, but who shall be approved by the Board, for a period of two (2) consecutive years; the Board-approved supervisor shall supervise the entire practice of social work of the Respondent in any employment setting, at the Respondent's cost, with not less than once weekly, direct, in-person, face-to-face supervision; the Board-approved supervisor shall have authority and control over the entire practice of social work of the Respondent and shall report immediately in writing to the Board any alleged fact that may indicate a possible violation of this Settlement Agreement or KRS Chapter 335 and the administrative regulations thereunder; the Respondent shall co-sign a monthly statement of the Board-approved supervisor confirming the clinical supervision, which shall be filed on or before the 5th of each month with the Board; after successful completion of one (1) year of clinical supervision, as above, the Respondent and

the Board-approved supervisor may file a written request to relieve the Respondent of the remaining one (1) year of clinical supervision, which shall be granted by the Board and shall not be unreasonably withheld;

6. The Respondent shall complete, on or by November 1, 2023, six (6) hours of Board-approved hours of continuing education on the topics of professional ethics, boundary issues, transference, and dual relationships; these hours shall be in addition to the continuing education hours required for renewal of licensure;

7. The Respondent shall cooperate with the Board in providing truthful information and testimony in any other pending investigation or administrative disciplinary action before the Board and on or before December 31, 2023, and the Respondent shall have the right for counsel to be present;

8. The Respondent freely and voluntarily enters into this Settlement Agreement, motivated only by a desire to resolve the issues addressed herein, and has executed this Settlement Agreement only after a careful reading of it, and consultation with a competent attorney of the Respondent's own choosing if the Respondent so desires, and a full understanding of all of its terms; that the Respondent is fully aware of and expressly waives the right to contest charges in a formal hearing pursuant to KRS 335.155, the right to obtain judicial review of the Board's decision, and the right to appeal any final order of the Board to the Franklin Circuit Court as otherwise allowed by KRS 335.155(3);

9. The Respondent acknowledges the Board has jurisdiction over the Respondent and the conduct that precipitated this Settlement Agreement; that the Board has the legal power to take disciplinary action up to and including revocation of the Respondent's license to practice social work in Kentucky and the issuance of an administrative fine; and the Respondent

further acknowledges the Board shall 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;

10. This Settlement Agreement is considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act;

11. This matter shall constitute disciplinary action that may be reportable under state or federal law;

12. The Respondent expressly understands any violation of the terms of this Settlement Agreement shall provide the legal basis for additional disciplinary action, and shall constitute failure to comply with an order of the Board under KRS 335.150(1)(f), and for which the Board may impose additional penalties available under law after notice and an opportunity to be heard, including judicial enforcement against the Respondent in the circuit court of venue;

13. This Settlement Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, in accord with the laws of the Commonwealth of Kentucky. Furthermore:

a. Any dispute 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;

b. This Settlement Agreement may not be modified except by a written agreement signed by the parties;

14. In consideration of execution of this Settlement Agreement, the Respondent, and the Respondent's executors, administrators, successors and assigns, hereby release and

forever discharge the Commonwealth of Kentucky, the Board of Social Work, and each of its 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, 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 Settlement Agreement, or its administration.

Upon consideration of this Settlement Agreement, it is hereby ordered the terms of this Settlement Agreement are approved and adopted.

So ordered on this 11th day of April 2023.

The Respondent:

Jacqueline Thomas
Jacqueline Thomas, LSW
The Respondent

Date 3/29/ 2023

Sean Ragland
Sean Ragland, Attorney at Law
Attorney for the Respondent

Date: 3/29, 2023

For the Board of Social Work:

Whitney Cassidy-Caywood
Chair, Kentucky Board of Social Work

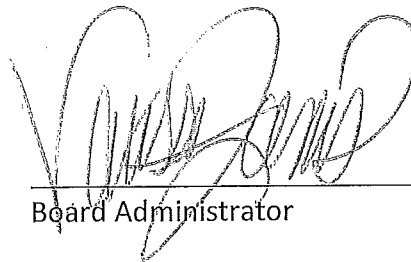
Mark R. Brengelman
Mark R. Brengelman, Attorney at Law
Board Counsel

Certificate of Service

I hereby certify a copy of the Settlement Agreement were mailed by regular first class mail or e-mailed on this 11th day of April 2023, to:

Jacqueline Thomas, LCSW
The Respondent

Sean Ragland, Attorney at Law
Phillips Parker Orberon & Arnett PLC
716 West Main Street, Suite 300
Louisville, Kentucky 40202
Counsel for Licensee



Board Administrator