

Commonwealth of Kentucky
Board of Social Work
Agency Case No. 2022-029

Commonwealth of Kentucky,
Board of Social

Complainant

Order

Mark A. Rosenthal, LCSW
(Lic. No. 1547)

Respondent

* * * * *

The Kentucky Board of Social Work, having met on March 11, 2024, and having voted on the above-styled case, hereby adopts and incorporates the attached Settlement Agreement as an Order of the Board.

It is so ordered.

Dated this 11th day of March, 2024.

Kentucky Board of Social Work

By: Hank Cecil, LCSW
Hank Cecil, LCSW, Chair

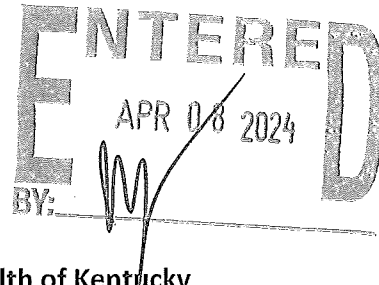
Certificate of Service

I hereby certify a true and accurate copy of the foregoing Order and Settlement Agreement was served by e-mail or was mailed as indicated below by first-class postage prepaid, this 11th day of March, 2024, to:

Mark A. Rosenthal
4949 Brownsboro Road
Louisville, Kentucky 40222
(E-mail: Mark.A.Rosenthal27@gmail.com)
The Respondent

Mark R. Brengelman, Attorney at Law PLLC
306 West Main Street
The McClure Building, Suite 503
Frankfort, Kentucky 40601-1840
(E-mail: Mark@MarkRBrengelmanPLLC.attorney)
Board Counsel
Marc Kelly
Marc Kelly, LCSW, Executive Director
Docket Clerk/Custodian of the Records

Commonwealth of Kentucky
Board of Social Work
Case No. 2022-029



In Re: The License to Practice Social Work in the Commonwealth of Kentucky
held by Mark A. Rosenthal, LCSW, License No. 1547

Settlement Agreement

The Kentucky Board of Social Work (“the Board”), and Mark A. Rosenthal, 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 to the following facts, which serve as the factual bases for this Settlement Agreement:

1. The Respondent was duly licensed by the Board to practice social work within the Commonwealth of Kentucky, License No. 1547, upon issuance of the Respondent’s license on May 21, 2001;
2. On or about June 7, 2022, the Board received a written initiating complaint from M.L.B., whose identity is known to the Respondent (“M.L.B.”) stating the Respondent had contacted a minor’s school counselor, without a signed release to do so, and had shared information related to the minor client, which M.L.B. alleged violated confidentiality. M.L.B. further alleged the Respondent sent a “living spreadsheet” that contained the minor client’s name and that of another client of the Respondent.

3. On or about July 19, 2022, the Board received a written response from the Respondent which also admitted the Respondent engaged in a conversation with school personnel, but that it had been a professional or clinical conversation between health care providers, which the Respondent did not believe was a violation of the Respondent's ethical duties to the Respondent's client maintaining confidentiality.

4. The Board additionally served the Respondent with an Administrative Subpoena on August 30, 2022 requesting the Respondent's entire clinical and social work case file related to the client, which the Respondent complied with in full. The Respondent's clinical and social work file did not contain a written release allowing for the release of information to school personnel or to the individual spoken to at the school directly. The only general releases contained within the clinical and social work file as signed by client's parents were dated on September 9, 2022 and September 10, 2022, which was after receipt of the Board's Administrative Subpoena.

Stipulated Conclusions of Law

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

1. During the period from May 21, 2001 to the present, the Respondent's Kentucky social work license was active and subject to regulation and discipline by the Board;

2. Pursuant to 201 KAR 23:080 § 9, the Respondent must hold communications with a client confidential, unless the client has signed an authorization to release information or unless certain exceptions exist, which the parties agree do not exist here;

3. Based upon the Stipulation of Facts, the Respondent admits the Respondent has engaged in conduct that violates the provisions of KRS 335.150(g) and 201 KAR 23:080 § 9. Accordingly, there are legal grounds for the parties to enter into this Settlement Agreement;

4. 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 foregoing 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's license to practice social work in the Commonwealth of Kentucky is hereby reprimanded, with this Settlement Agreement constituting the reprimand, which is the minimum sanction under KRS 335.150(1) for a violation of law;

2. The Respondent agrees to complete six (6) Board approved continuing education hours specifically on the following topics including at least in part social work records documentation and also including at least in part client confidentiality or HIPAA privacy laws, which hours shall be in addition to the hours required to renew the Respondent's license, and for which the Respondent shall submit clear and legible documentation to the Board's Executive Director on or before six (6) months from the date of entry of an Order of the Board adopting this Settlement Agreement and filed with the following contact:

Marc Kelly, LCSW, Executive Director
Kentucky Board of Social Work

done 9/18/24

125 Holmes Street, Suite 310
Frankfort, Kentucky 40601-8303
E-mail: Marc.Kelly@ky.gov

If the Respondent cannot in good faith locate and identify specific, appropriate continuing education as set forth above within four (4) months from the date of entry of an Order of the Board adopting this Settlement Agreement, then the Respondent shall inform the Board in writing and shall provide the continuing education information for the courses that the Respondent has located and identified so the Board may approve that continuing education located and identified by the Respondent in lieu of the specific continuing education otherwise identified above, or may direct the Respondent to other, specific continuing education that meets the content set forth above.

3. The Respondent shall further provide the Board with the form release of information that Respondent intends to utilize within the Respondent's office to ensure that it is compliant with all statutes and administrative regulations related to the practice of social work, and for which the Respondent shall submit to the Board's Executive Director on or before thirty (30) days from the date of entry of an Order of the Board adopting this Settlement Agreement;

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4. The Respondent shall not further violate any provision of KRS 335.010 - 335.160 and 201 KAR 23:080;

5. The Respondent knowingly 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. 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 counsel at the Respondent's expense, the right to present evidence on the Respondent's behalf, the right to compulsory process to secure the attendance of 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 Board's decision on the merits of the Formal Complaint, 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). All of these rights are being knowingly, voluntarily, and freely waived by the Respondent with acceptance and execution of this agreement by the Respondent;

6. 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;

7. The Respondent acknowledges that, once adopted by the Board, 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. Further, the Respondent understands that the Board is free to use this Settlement Agreement in any manner not prohibited by statute or administrative regulation;

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

9. It is hereby agreed between the parties that this Settlement Agreement shall be presented to the Board at its next regularly scheduled meeting. The Respondent acknowledges that the Board is free to accept or reject this Agreement and that if it is rejected by the Board, a formal disciplinary hearing on the accusation against the Respondent may be rescheduled thereafter. If the Settlement Agreement is not accepted by the Board, it shall be regarded as null and void. Admissions by the Respondent in the Settlement Agreement will not be permitted as evidence against the Respondent at the subsequent disciplinary hearing. No inferences shall be made from the Respondent's willingness to enter into this Settlement Agreement. The Settlement Agreement shall not be submitted for Board consideration until after it has been agreed to and executed by the Respondent. The Settlement Agreement shall not become effective until it has been approved by the Board and signed by a member of the Board. The date of entry of an Order of the Board adopting this Settlement Agreement shall be the effective date of the Settlement Agreement.

10. 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;

11. The Respondent agrees to permit and cooperate with the Board, its members, agents, and employees to monitor the Respondent's compliance with the terms and conditions of this Agreement.

12. 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, and the Respondent agrees to pay the Board reasonable attorney's fees if the Board prevails, in whole or in part, in any such legal proceeding;

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

13. 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.

14. This Settlement Agreement consists of seven (7) pages, and an additional eighth certificate of service page, and embodies the entire agreement between the Board and the Respondent. This Settlement Agreement shall constitute a binding contract between the Respondent and the Board. The Respondent shall not rescind, revoke, or withdraw this Settlement Agreement following the Respondent's execution thereof and prior to its presentation to the Board for approval. It may not be altered, amended, or modified without the express written consent of both parties.

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 March 2024.

The Respondent:

Mark Rosenthal Date 3/10 2024.
Mark A. Rosenthal, LCSW
The Respondent

For the Board of Social Work:

Heidi Gail, LCSW
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 on this 02 day of April 2024, to:

Mark A. Rosenthal, LCSW
4949 Brownsboro Road
Louisville, Kentucky 40222
(E-mail: Mark.A.Rosenthal27@gmail.com)
The Respondent

Mark R. Brengelman, Attorney at Law
306 West Main Street
The McClure Building, Suite 503
Frankfort, Kentucky 40601
(E-mail: Mark@MarkRBrengelmanPLLC.attorney)



Board Administrator

From: [mark](#)
To: [Mark Brengelman](#)
Subject: RE: Kentucky Board of Social Work v. Mark A. Rosenthal, LCSW; Agency Case No. 2022-029; Correspondence from Mark R. Brengelman, Board Counsel
Date: Sunday, March 10, 2024 3:40:02 PM
Attachments: [2024-3-8 Settle Agre-Mark Rosenthal LCSW-FINAL\[1935\].pdf](#)

Sent from [Mail](#) for Windows

From: [Mark Brengelman](#)
Sent: Friday, March 8, 2024 8:59 PM
To: [Mark.A.Rosenthal27@gmail.com](#)
Subject: Kentucky Board of Social Work v. Mark A. Rosenthal, LCSW; Agency Case No. 2022-029; Correspondence from Mark R. Brengelman, Board Counsel

See attached. *Thank you.*

Mark
Mark R. Brengelman, *Attorney at Law PLLC*



Mark R. Brengelman
Attorney at Law PLLC

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