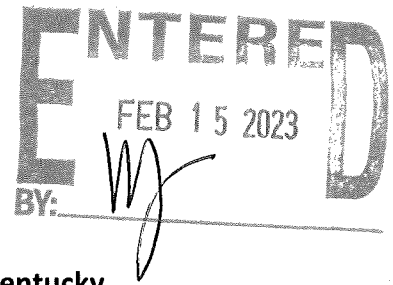


Commonwealth of Kentucky
Board of Social Work
Case No. 2022-033



In Re: The License to Practice Social Work in the Commonwealth of Kentucky
held by Melissa Cassidy-Wilson, CSW, License No. 253871

Settlement Agreement

The Kentucky Board of Social Work ("the Board"), and Melissa Cassidy-Wilson, CSW ("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 social work within the Commonwealth of Kentucky, License No. 253871;
2. Sometime in 2022 or in a prior year(s), the Respondent engaged in a romantic and sexual relationship with a client or former client;
3. In response to a complaint filed with the Board, the Respondent filed a written response denying the romantic and sexual relationship, which was not true;

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 that violates: 1) KRS 335.150(6) and 201 KAR 23:080 § 11(4), and; 2) KRS 335.150(1(c).

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 surrender the license, as if revoked, and states the Respondent's understanding the Board shall treat the surrender of the license as if revoked, with the effective date of the surrender the date this Settlement Agreement was signed and entered by the Board;

2. The license to practice social work in the Commonwealth of Kentucky held by the Respondent is hereby surrendered as if revoked;

3. During the effective period of this Settlement Agreement and the revocation of the license, the Respondent shall be subject to the following terms and conditions:

- a. The Respondent shall not seek reinstatement of Kentucky license to practice social work for a period of five (5) years from the date of entry of this order;
- b. 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 unless and until approved to do so by this Board by reinstatement of the license;
- c. The Respondent shall not otherwise violate any provision of KRS 335.010 – 335.160 and 201 KAR 23:080;

4. The Respondent shall be assessed an administrative fine in the amount of \$5,000.00 per violation (total amount: \$10,000.00), which shall be stayed and probated so long as the Respondent complies with all terms and conditions of this Settlement Agreement and shall be paid by the Respondent only if the Respondent applies for reinstatement of the license as set forth below or is otherwise found to have violated any term or condition of this Settlement Agreement;

5. 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);

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. Pursuant to KRS 335.150 (2), the Respondent may petition the Board for reinstatement no sooner than five (5) years from the date of the entry of this order. The Board shall investigate the petition and may reinstate the license upon a finding that the Respondent has complied with terms prescribed by the Board and is again able to engage competently and ethically in the practice of social work and has paid the administrative fine as set forth above;

8. 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;

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

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. 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;

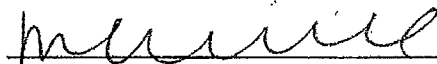
b. This Settlement Agreement may not be modified except by a written agreement signed by the parties;

12. 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 24th day of January 2023.

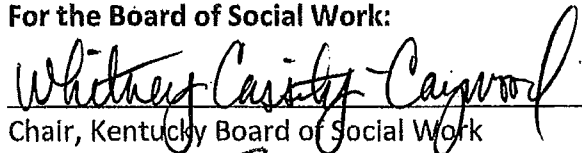
The Respondent:



Date Jan 24, 2023.

Melissa Cassidy-Wilson, CSW
219 Victoria Way
Georgetown, Kentucky 40324
The Respondent

For the Board of Social Work:

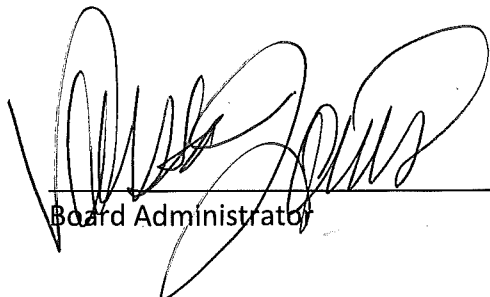

Chair, Kentucky Board of Social Work

 Feb. 14, 2023
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 15th day of February 2023, to:

Melissa Cassidy-Wilson, CSW
219 Victoria Way
Georgetown, Kentucky 40324
The Respondent



Board Administrator