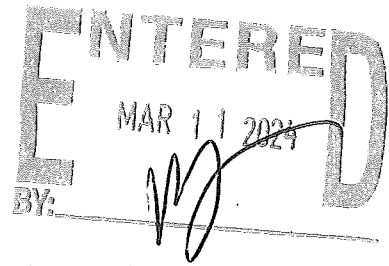


Commonwealth of Kentucky
Board of Social Work
Case No. 2022-034



**In Re: The License to Practice Social Work in the Commonwealth of Kentucky
held by Abigail Dawkins, LCSW, License No. 5007**

Settlement Agreement

The Kentucky Board of Social Work ("the Board"), and Abigail Dawkins, 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. 5007, upon issuance of the Respondent's license on July 31, 2015;
2. On or about July 15, 2022, the Board received Notice from the Department of Veteran's Affairs ("VA") regarding an investigation related to "unethical behavior of moral turpitude, such as sexual misconduct toward a patient involved in VA medical care." The Board accepted that notice as a complaint alleging that Respondent had the provisions of KRS 335.150 and 201 KAR 23:080 §§ 1, 2, 3 and 11 by engaging in a dual relationship with a client;

3. On or about August 15, 2022, the Board received a response from Respondent in which the Respondent stated the Respondent had engaged in a consensual relationship with a client while employed at the VA providing Equine Resiliency Training; the Respondent accepted responsibility for the Respondent's actions, expressed understanding of the violations of the statutes and administrative regulations governing the practice of social work, and accepted responsibility for the consequences to the Respondent and others in the Respondent's response to the Board.

4. The Board has also received a letter from the Respondent's treating therapist, who is also a Licensed Clinical Social Worker, licensed by the Board, stating that Respondent has self-reported the relationship to the Respondent's employer and has been attending therapy regularly since 2019 and is attending weekly or bi-weekly sessions; the Respondent's treating therapist reports that the Respondent has confronted the Respondent's harmful behavior, its impact on the client, the Respondent individually, and the mental health care system, expresses genuine regret, and does not shift blame;

5. The Respondent's treating therapist reports that the Respondent has a mental health diagnosis, which is being appropriately treated by a psychiatrist with medication and does not currently affect the Respondent's ability to practice safely and competently to the public; the Respondent's therapist reports that the Respondent is currently compliant with all treatment recommendations;

6. The Respondent's therapist recommended to the Board that the Respondent continue either weekly or bi-weekly therapy session, compliance with the Respondent's

psychiatrist, and be clinically supervised by an LCSW at the Respondent's own cost, but that the Respondent be allowed to continue to practice as an LCSW;

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 July 31, 2015 to the present, Respondent's Kentucky social work license was active and subject to regulation and discipline by the board;
2. Pursuant to 201 KAR 23:080 §§ 1, 2, 3, and 11, a Respondent may not engage in a dual relationship with a client if that relationship might impair the social worker's professional judgment, incur the risk of exploitation of the client, or otherwise violate a provision of the administrative regulations cited;
3. Based upon the Stipulation of Facts, the Respondent admits the Respondent has engaged in conduct that violates the provisions of KRS 335.150(1)(g) and 201 KAR 23:080 §§ 1, 2, 3 and 11; 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. Respondent agrees to complete six (6) hours of Board-approved continuing education specifically on the topic areas of appropriate boundaries and dual relationships 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
125 Holmes Street, Suite 310
Frankfort, Kentucky 40601-8303
E-mail: Marc.Kelly@ky.gov.

due 9/11/24

2. Respondent's license to practice social work shall be suspended as if revoked for a period of five (5) years, from the date of entry an Order of the Board adopting this Settlement Agreement; however, that suspension and revocation shall be probated for a period of five (5) years also from the date of entry of an Order of the Board adopting this Settlement Agreement, and the Respondent shall be allowed to continue the practice of clinical social work under the clinical supervision of a board-approved Licensed Clinical Social Worker for a period of five (5) years, and so long as the following conditions are met:

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a. The LCSW supervisor shall be provided with a full copy of the complaint file herein and shall provide the Board with proof of regular clinical supervision, as agreed upon with the Board, and shall report any possible violation of statutes or administrative regulations governing the practice of social work to the Board;

- b. The Respondent shall continue to attend therapy weekly or bi-weekly and be compliant with the recommendations of the Respondent's therapist during the five (5) year period of probation, or as otherwise consistent with a plan of care and treatment plan of the therapist; the Respondent may cease therapy or otherwise attend therapy less than bi-weekly during the five (5) years of probation only if the therapist certifies the Respondent has reached the appropriate level of maximum benefit and has documented that conclusion in accord with the plan of care;
- c. The Respondent shall maintain compliance with the Respondent's psychiatrist and medicine prescribed by the Respondent's psychiatrist;
- d. The Respondent shall enroll in the Kentucky Professionals Recovery Network (KYPRN), at the Respondent's own cost, to monitor the Respondent's compliance with all mental health standards set forth above; the Respondent shall sign all appropriate enrollment forms, satisfy and pay any necessary fees, and sign all appropriate releases to allow KYPRN to monitor and to report compliance to the Board for the duration of this Settlement Agreement.

3. The Respondent shall not further violate or attempt to violate any provision of KRS 335.010-335.160 or 201 KAR 23:080.

4. 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;

5. 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;

6. 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;

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

8. 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 scheduled 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 shall 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 the entry of an Order of the Board adopting this Settlement Agreement shall be the effective date of the Settlement Agreement.

9. 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;

10. 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.

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.

13. This Settlement Agreement consists of nine (9) pages and an additional, ninth (9th) 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:

Abigail Dawkins, LCSW
Abigail Dawkins, LCSW

Date 02/28/ 2024.

~~The Respondent~~

Robyn Smith, Attorney at Law
Attorney for the Respondent

Date 2/28 2024.

For the Board of Social Work:

Barb Carls, LCSW
Chair, Kentucky Board of Social Work

Mark R. Brengelman, Attorney at Law
Board Counsel

Commonwealth of Kentucky
Board of Social Work
Agency Case No. 2022-034

Commonwealth of Kentucky,
Board of Social

Complainant

Order

Abigail Dawkins, LCSW
(Lic. No. 5007)

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:

Abigail Dawkins, LCSW
4102 Deer Run Rd
Crestwood, Kentucky 40014
The Respondent

Robyn Smith, Attorney at Law
4350 Brownsboro Road, Ste 110
Louisville, Kentucky 40207
(E-mail: Firm@RobynSmithLaw.com)
Counsel for 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