

Commonwealth of Kentucky
Board of Social Work
Case No. 2022-055

In Re: The License to Practice Social Work in the Commonwealth of Kentucky
held by Joseph Williams, LCSW, License No. 1898

Settlement Agreement and Agreed Order

The Kentucky Board of Social Work ("the Board"), and Joseph Williams, LCSW ("the Respondent"), based upon their mutual desire to resolve fully and finally this pending matter in an expeditious manner, without the need for an administrative hearing regarding the Notice of Administrative Hearing and Administrative Complaint filed January 10, 2023, 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. ~~1898~~ ¹⁸⁹⁸;
2. The Respondent and the Board entered into an Agreed Order taking disciplinary action in Agency Case No. 19-047 entered November 12, 2021;
3. The Respondent and the Board entered into an Assurance of Voluntary Compliance in Agency Case No. 21-031 entered April 20, 2022;

4. After receipt of an Initiating Complaint by a member of the public in Agency Case No. 2022-055, the Board has engaged in further inquiry to determine compliance with the Agreed Order and with the Assurance of Voluntary Compliance, as referenced above;

5. That inquiry concluded the Respondent may not have timely complied with the requirements of Agreed Order or the Assurance of Voluntary Compliance, which the Respondent asserts was outside the Respondent's direct control; nonetheless, the parties agree the Respondent is now in compliance, as set forth in detail in Attachment A to this Settlement Agreement, and as incorporated by reference, with the terms and conditions of the Agreed Order in Agency Case No. 19-47 entered November 12, 2021, and the Assurance of Voluntary Compliance in Agency Case No. 21-31 entered April 20, 2022, and the Respondent agrees to remain in compliance with the Agreed Order and the Assurance of Voluntary Compliance, and with KRS Chapter 335.010-170 and the administrative regulations in 201 KAR Chapter 23.

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 may have engaged in conduct that violates KRS 335.150(1)(f) by having failed to comply timely with an order issued by the board (via the Agreed Order entered November 12, 2021) or an assurance of voluntary compliance (via the Assurance of Voluntary Compliance entered April 20, 2022); 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 need for an administrative hearing regarding the Notice of Administrative

Hearing and Administrative Complaint filed January 10, 2023, pursuant to KRS 335.155, 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's license to practice social work in the Commonwealth of Kentucky shall be reprimanded, with this Settlement Agreement constituting the reprimand as set forth by KRS 335.150(1) as a Written Reprimand;

2. The Respondent shall ensure the Respondent's website and all advertising and all representations about the Respondent's practice of social work shall comply with KRS Chapter 335 and the administrative regulations thereunder, the Agreed Order entered November 12, 2021, and the Assurance of Voluntary Compliance entered April 20, 2022;

3. The Respondent's probation in Agency Case No. 19-047 shall be extended to a period of one (1) year, but from the original expiration of the prior period of probation in Agency Case No. 19-47, and thus now calculated from the date of entry of this Settlement Agreement by the Board of February 12, 2024, to November 12, 2025, without any further or additional term or condition of probation due to actions taken by the Board in this Settlement Agreement;

4. All other terms and conditions of the Agreed Order entered November 12, 2021, and the Assurance of Voluntary Compliance entered April 20, 2022, shall remain in effect, unless modified in 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. 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;

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

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. 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;

11. 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 12th day of February 2024.

The Respondent:

J. Williams
Joseph Williams, LCSW
~~209 East Sunset Drive~~ 253 Wyatt Rd
Mayfield, Kentucky 42066

Date 01/23/ 2024.

The Respondent

B. E. Wilson
Bryan E. Wilson, Attorney at Law
Attorney for Respondent

Date 1/24 2024.

For the Board of Social Work:

K. S. O'Connell
Chair, Kentucky Board of Social Work

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

Feb. 12, 2024

Certificate of Service

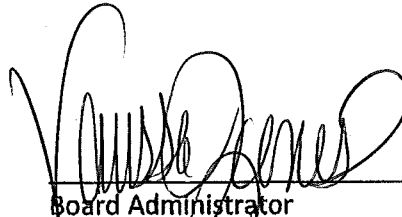
I hereby certify a copy of the Settlement Agreement were mailed by regular first class mail on this 12th day of February 2024, to:

Joseph Williams, LCSW
~~209 East Sunset Drive~~ 253 Wyatt Rd
Mayfield, Kentucky 42066
The Respondent

Bryan E. Wilson, Attorney at Law
Wilson & Toombs, PLLC
100 WK&T Technology Drive, No. 402
Post Office Box 0708
Mayfield, Kentucky 42006-0034

Attorney for the Respondent

Mark R. Brengelman, Attorney at Law
306 West Main Street
The McClure Building, Suite 503
Frankfort, Kentucky 40601
Board Counsel


Board Administrator

Attachment A
Compliance Work Completed by
Respondent Joseph Williams

DATE	WHAT	COMPLIANCE WORK COMPLETED
12/9/2021	Insurance companies website listings	Updated CAQH Provider data web portal with agreed order information and voluntary limitations from 11/12/21 – 11/12/24. CAQH shares all provider information with insurance companies.
12/9/2021	Insurance companies website listings	Sent emails to the credentialing departments of <u>all</u> insurance companies with agreed order information and voluntary limitations from 11/12/21 – 11/12/24.
1/16/2023 & 5/6/23		Followed up with several insurances that had not yet made the requested changes to their provider directory listings.
12/9/2021	Website – www.williamscc.org	Updated website information to reflect agreed order limitations.
9/14/2022	Website – www.williamscc.org	Updated one of the pages on my website to include my LCSW credential. The LCSW credential was <u>always</u> listed on other pages within my website and <u>always</u> listed in the client informed consent document.
1/16/2023	Website – www.williamscc.org	First made aware of and corrected HTML coding errors on my website to reflect agreed order limitations.
3/8/2013	www.nextdoor.com	Sent an email to support@nextdoor.com asking that my listing be removed because of an inaccuracy of my credential.
01/16/2023		Learned that due to crowdsourcing, my listing had been added back without my consent. I obtained a login to nextdoor.com and made corrections to my credential.
03/21/2013	www.alignable.com	Sent an email to support@alignable.com asking that my listing be removed because of an inaccuracy of my credential.
01/16/2023		Learned that due to crowdsourcing, my listing had been added back without my consent. I obtained a login to alignable.com and made corrections to my credential.
01/16/2023	Focus on the Family https://www.christiancounselorsnetwork.com/	First made aware of the listing information with Focus on the Family and corrected the listing to reflect agreed order limitations.