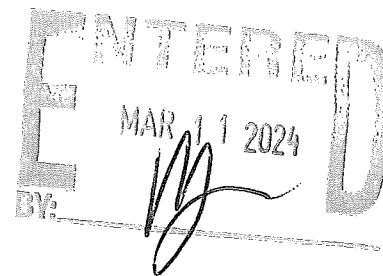


Commonwealth of Kentucky
Board of Social Work
Case No. 2022-079



**In Re: The License to Practice Social Work in the Commonwealth of Kentucky
held by Barbara DeKay, LCSW, License No. 0564**

Settlement Agreement

The Kentucky Board of Social Work ("the Board"), and Barbara DeKay, 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. 0564 upon issuance of her license on April 2, 1990, and expiring April 2, 2023, for non-renewal;
2. On or about January 27, 2023, the Board received a written initiating complaint from C.P., whose identity is known to the Respondent ("C.P.") alleging the Respondent had violated the provisions of KRS 335.150 and 201 KAR 23:080 §§ 1, 5, 9, and 11 by verbally abusing a client while consulting with a client via speakerphone and maintaining a dual relationship with a client, including lending money to or on behalf of the client;

3. On or about April 2, 2023, the Board received a response from the Respondent in which the Respondent admitted loaning money to the girlfriend of the client so that the client could rent an apartment. The Respondent further stated the Respondent had not been speaking to the client directly when on the call and that the girlfriend of the Respondent's client had the Respondent on speakerphone without the Respondent's knowledge. However, the Respondent admitted to cursing in the conversation, whether it was overheard or not by others;

4. On or about March 29, 2023, the Respondent informed Board staff that the Respondent was retiring from practice and was allowing the Respondent's license to practice to expire for non-renewal;

5. The allegations set forth in ¶¶ 2 and 3, above, occurred when the Respondent had an active license in good standing and before the Respondent allowed the license to expire for non-renewal;

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 April 2, 1900, to at least April 2, 2023, the Respondent's Kentucky social work license was active and subject to regulation and discipline by the board and for any misconduct that may have been committed by the Respondent when the Respondent held a license in good standing and prior to the Respondent allowing the license to expire for non-renewal on or about April 2, 2023, while a pending complaint was active before the Board;

2. The Respondent has had one (1) prior disciplinary action entered November 17, 2003;

3. Pursuant to 201 KAR 23:080 §§ 1, 5, 9, and 11, the Respondent may not maintain a dual relationship with a client, verbally abuse a client, or fail to hold communications with a client in confidence;

4. Based upon the Stipulation of Facts, the Respondent admits the Respondent has engaged in conduct that violates the provisions of KRS 335.(1)(g) and 201 KAR 23:080 §§ 1,5,9, and 11. Accordingly, there are legal grounds for the parties to enter into this Settlement Agreement;

5. 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 agrees to a voluntary surrender of the Respondent's license, as if revoked, and understands and agrees that the Board shall treat the non-renewal of the license as if revoked, with the effective date of the surrender and revocation retroactive to April 2, 2023, and to be noted as such in the licensure records of the Board;

2. The license to practice social work in the Commonwealth of Kentucky held by the Respondent is hereby revoked, as set forth above.

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

- a. The Respondent shall not seek reinstatement of a Kentucky license to practice social work, or any other credential from the Board, for at least five (5) years from the date of entry of an Order of the Board adopting this Settlement Agreement, and shall otherwise meet all terms and conditions of reinstatement applicable to any applicant at the time of application;
- 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 the 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 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 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.

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 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.

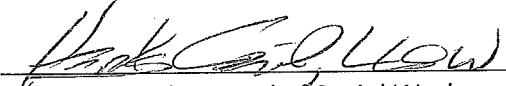
The Respondent:

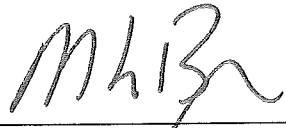
Barbara Ann Dekay

Date February 15 2024.

Barbara DeKay
The Respondent

For the Board of Social Work:


Chair, Kentucky Board of Social Work

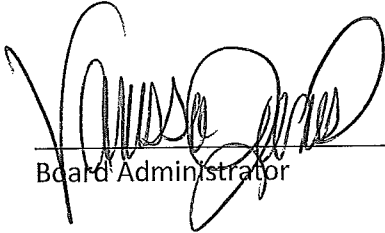
 March 11, 2024
Mark R. Brengelman, Attorney at Law
Board Counsel

Certificate of Service

I hereby certify a copy of the Settlement Agreement were mailed by regular first class mail on this 11th day of March 2024, to:

Barbara Dekay
1450 Gardiner Lane
Louisville, Kentucky 40213
(E-mail: B.Dekay@aol.com and DeKayB@icloud.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: [Barbara DeKay](#)
To: [Mark Brengelman](#)
Subject: Re: Ky Board of Social Work v. Barbara DeKay, former LCSW; Agency Case No. 2022-079; Correspondence from Mark R. Brengelman, Board Counsel
Date: Thursday, February 15, 2024 5:32:59 PM
Attachments: [2024-2-7 Settle Agree-Barbara DeKay LCSW copy.pdf](#)

Signed.

On Feb 7, 2024, at 9:37 PM, Mark Brengelman
<mark@markrbrengelmanpllc.attorney> wrote:

Commonwealth of Kentucky
Board of Social Work
Agency Case No. 2022-079

Commonwealth of Kentucky,
Board of Social

Complainant

Order

Barbara DeKay, LCSW
(Lic. No. 564)

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:

Barbara Dekay
1450 Gardiner Lane
Louisville, Kentucky 40213
(E-mail: B.DeKay@aol.com;
and DeKayB@icloud.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