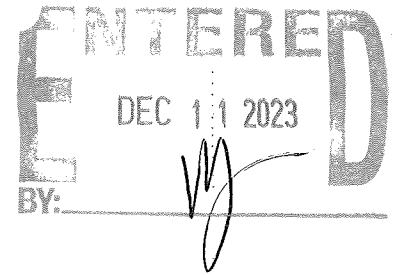


Commonwealth of Kentucky
Board of Social Work
Case No. 2023-018



**In Re: The License to Practice Clinical Social Work in the Commonwealth of Kentucky
held by Shannon Cook, LCSW, License No. 255854**

Settlement Agreement

The Kentucky Board of Social Work ("the Board"), and Shannon Cook, 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. 255854;
2. The Respondent was an employee of the Oldham County Schools and provided social work services to the student population at the specific school where the Respondent's employment was located; a student at that specific school moved in to the Respondent's home for a few months and where the Respondent "personally provided food, clothing, and other essential items during the student's stay in [the] home, as well as transportation [for the student] to school and work" as the Respondent admitted in a written response to an Initiating

Complaint filed with the Board; the student was legally defined as a "client" under 201 KAR 23:080 § 1(1)(a);

3. The actions alleged and admitted in ¶ 2, above, constituted a prohibited dual relationship between the Respondent and a client as defined by 201 KAR 23:080 § 1(1)(a):

A) even if the parent(s) of the student consented to those arrangements and even if there was no therapeutic, clinical relationship between the Respondent and the student insofar as the Respondent may not have provided individual therapy or any other health care service directly to the student, and;

B) because the Respondent incurred the risk of exploitation of the client by providing this financial and housing support to the student by those actions alleged and admitted in ¶ 2, above;

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 (1) for having "entered into a dual relationship with a client if the relationship might impair the social worker's professional judgment or incur the risk of exploitation of the client;"

2. Accordingly, there are legal grounds for the parties to enter into this Settlement Agreement;

3. 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 a written reprimand under KRS 335.150(1), with this Settlement Agreement constituting the written reprimand;
2. The Board assesses an administrative fine against the Respondent in the amount of \$5,000.00 under KRS 335.150(1), with \$4,000.00 of the administrative fine stayed and probated during the two (2) year period of probation in ¶ 4, below, conditioned upon the Respondent's compliance with the terms and conditions of this Settlement Agreement, and with \$1,000.00 to be paid to the Board on or before six (6) months from the date of entry of this Settlement Agreement by the Board, by certified check or money order payable to the "Kentucky State Treasurer" and mailed or delivered to the Board in care of: Marc Kelly, LCSW, Executive Director, Kentucky Board of Social Work, 125 Holmes Street, Suite 300, Frankfort, Kentucky 40601;
3. The Respondent shall provide written proof to the Board within ten (10) days of completion of one or more Board-approved continuing education courses under 201 KAR 23:075, totaling at least seven (7) hours in duration, on the topics of:
 - A) the Code of Ethical Conduct, 201 KAR 23:080, which may be a similar course in content to, but shall be a different course than, any specific course submitted by the

Respondent pursuant to 201 KAR 23:075 § 2(4) for the required Continuing Education to renew the Respondent's license, and;

B) ethical practice and risk management, including prohibited dual relationships;

This continuing education shall be completed within six (6) months of the date of entry of this Settlement Agreement by the Board and shall be obtained at the Respondent's expense, and where those continuing education hours are in addition to those required for renewal of license;

A true, accurate, and legible copy of this continuing education shall be filed with the Board by mailing or delivering or e-mailing the copy on or before the date above in care of: Marc Kelly, LCSW, Executive Director, Kentucky Board of Social Work, 125 Holmes Street, Suite 300, Frankfort, Kentucky 40601; E-mail: Marc.Kelly@ky.gov;

4. The Respondent's license to practice clinical social work in the Commonwealth of Kentucky shall be placed on probation for a period of two (2) years from the date of entry of this Settlement by the Board;

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 15 day of November 2023.

The Respondent:

Shannon Cook

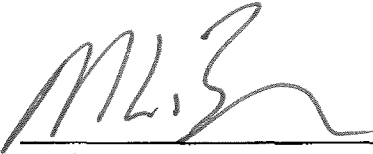
Shannon Cook, LCSW
The Respondent

Date 11/15 2023.

For the Board of Social Work:

Kent C. Olson

Chair, Kentucky Board of Social Work



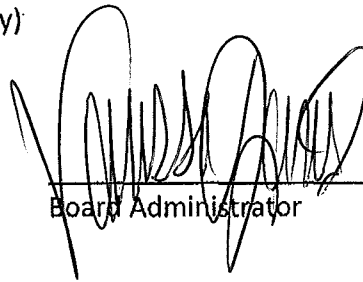
Mark R. Brengelman, Attorney at Law
Board Counsel

Certificate of Service

I hereby certify a copy of the Settlement Agreement were mailed by regular first class mail on this 11th day of December 2023, to:

Shannon Cook, LCSW
5103 Fox Run Road
Buckner, Kentucky 40010-8811
(E-mail: shannondancemom01@yahoo.com)
The Respondent

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



Board Administrator