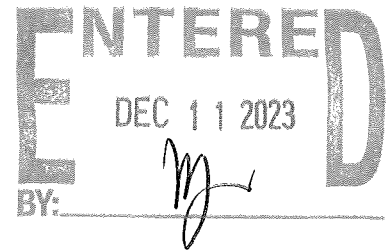


Commonwealth of Kentucky
Board of Social Work
Case No. 2023-049



**In Re: The Certificate to Practice Social Work in the Commonwealth of Kentucky
held by LeAndra Denise Perry, CSW, Certificate No. 257179**

Settlement Agreement

The Kentucky Board of Social Work ("the Board"), and LeAndra Denise Perry, 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 Findings of Facts

The parties stipulate to the following facts, which serve as the factual bases for this Settlement Agreement:

1. The Respondent was duly certified by the Board to practice social work within the Commonwealth of Kentucky, Certificate No. 257179;
2. From on or about September 2022, to on or about April 28, 2023, the Respondent was an employee of Hosparus Health as a practicing social worker and while under the Board-approved clinical supervision under contract with a Licensed Clinical Social Worker at Hosparus Health;
3. The Respondent separated from employment at Hosparus Health, and the Board-approved clinical supervisor properly and timely terminated the supervision contract and

notified the Board of this termination because the Respondent no longer worked at Hosparus Health;

4. From on or about May 7, 2023, the Respondent was next an employee of Best Life Mental Health and provided social work services and when the Respondent's Board-approved clinical supervision contract at the Respondent's former place of employment, Hosparus Health, had been terminated by the prior clinical supervisor at Hosparus Health and no new contract had been applied for approved by the Board;

5. The Respondent was notified of the Board by correspondence on or about September 12, 2023, when the Board notified the Respondent in writing of the Respondent's lack of a Board-approved clinical supervision contract and that the Respondent shall cease and desist practicing social work and for which the Respondent did so comply;

6. In addition to the above allegations, on or about August 29, 2023, and during the Respondent's employment at Best Life Mental Health, a client of the Respondent passed away unexpectedly, and the Respondent posted the name of the client on the Respondent's personal Facebook page along with other information, such as a request for support for the client's family;

7. Upon disclosing the above to the Respondent's employment supervisor, that employment supervisor instructed the Respondent to delete the Facebook post, and the Respondent deleted the Facebook post immediately; this Facebook post was apparently posted and available on Facebook for a very brief period of time and yet long enough that it was identified by another credential holder of the Board who saw the Facebook post and reported it to the Board;

8. The Respondent admits the factual allegations as set forth above in ¶¶ 2 through 7, above;

Stipulated Conclusions of Law

The parties stipulate to the following Conclusions of Law, which serve as the legal bases for this Settlement Agreement:

1. Based upon the Stipulation of Findings of Facts, the Respondent has engaged in misconduct that constituted a violation of:

- A) KRS 335.080("A certified social worker may engage in the practice of clinical social work [only] by contracting, in writing, with a licensed clinical social worker who shall assume responsibility for and supervise the certified social worker's practice . . . and shall cease the practice of clinical social work immediately upon the termination of the contract."), and;
- B) 201 KAR 23:080 § 9(1) and (5)("A social worker shall hold communications with a client in confidence and shall maintain a record of client information in a confidential manner. . . . A social worker shall protect the confidentiality of a deceased client."), and;
- C) The violation in ¶ 1(B), above, was also a violation of applicable federal law for the improper disclosure of Protected Health Information ("PHI") and a breach of confidentiality under the Health Insurance Portability and Accountability Act ("HIPAA") and associated code of federal regulation(s) regarding client confidentiality.

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 \$2,000.00 under KRS 335.150(1), with \$1,500.00 of the administrative fine stayed and probated for so long as the Respondent holds a credential from the Board and further conditioned upon the Respondent's compliance with the terms and conditions of this Settlement Agreement, and with \$500.00 to be paid to the Board on or before sixty (60) days 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 six (6) hours in duration, on the topics as follows:

A) A course or courses totaling at least three (3) hours in 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) A course or courses totaling at least three (3) hours in ethical practice and risk management, including confidentiality;

The continuing education set forth in ¶ 3(A) shall be completed by December 31, 2023;

The continuing education set forth in ¶ 3(B) shall be completed within six (6) months of the date of entry of this Settlement Agreement by the Board;

All continuing education as mandated above shall be obtained at the Respondent's expense, and where those continuing education hours are in addition to those required for renewal of license or certificate;

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 applicable dates 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 pending contract for clinical supervision shall be issued by the Board as soon as practical and shall not be unreasonably withheld so long as the Respondent's application is complete and the Respondent meets all requirements to practice social work under clinical supervision in the Commonwealth of Kentucky;

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 certificate 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;

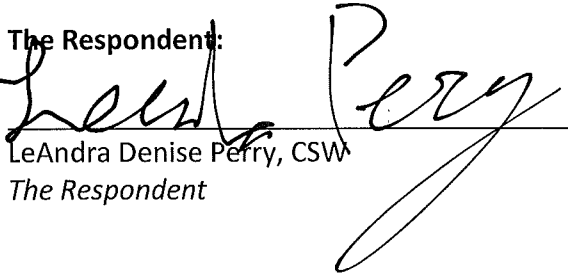
B) This Settlement Agreement may not be modified except by a written agreement signed by the parties;

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 11th day of December 2023.

The Respondent:


LeAndra Denise Perry, CSW
The Respondent

Date 11/21/ 2023.

For the Board of Social Work:


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:

LeAndra Denise Perry, CSW
5308 Hames Trace, Apartment 249
Louisville, Kentucky 40291
(E-mail: WilliamsLeAndra@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