

**COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF SOCIAL WORK
AGENCY CASE NO. 16-33 and 16-38**

KENTUCKY BOARD OF SOCIAL WORK

COMPLAINANT

V.

**MELANIE HURST
(CSW LICENSE NO. 2015)**

RESPONDENT

AGREED ORDER

Whereas, the Kentucky Board of Social Work (hereafter the “Board”) filed the instant complaint against Melanie Hurst, CSW License No. 2015 (hereafter the “Respondent”); and

Whereas, pursuant to KRS 335.150, the Board may revoke, suspend, or refuse to issue or renew, impose probationary or supervisory conditions upon, impose an administrative fine, issue a written reprimand or admonishment, or any combination of these actions; and

Whereas, during all times relevant to this matter, the Respondent was licensed by the Board; and

Whereas, 201 KAR 23:080(1)(c) defines a “client” to include a legal guardian who is responsible for making decisions relative to the provision of services for a minor or legally incompetent adult; and

Whereas, while providing social work services to a gentleman with a cancer diagnosis, the Respondent videotaped the spouse of the gentleman. The spouse was the gentleman’s legal guardian; and

Whereas, the Respondent showed the video recording to her spouse and others. She laughed at the client and made disparaging remarks; and

Whereas, the Parties mutually desire to settle the issues in an expeditious manner, without the need for a formal hearing;

IT IS HEREBY STIPULATED AND AGREED between the undersigned Parties this matter shall be settled and resolved upon the following terms:

Findings

For the purposes of this Agreed Order, the Respondent admits the Board would be able to prove by a preponderance of the evidence, the following:

- 1) One (1) count of a violation of KRS 335.150(1)(g) and 201 KAR 23:080, Sections 3(1) and 9(3).

Voluntary Waiver of Rights

The Respondent has had the opportunity at all times to seek the advice from competent counsel of choice. No coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this Agreed Order. The Respondent has freely and voluntarily entered into this Agreed Order, motivated only by a desire to resolve the issues addressed herein. The Respondent has executed this Agreed Order only after a careful reading of it and a full understanding of all of its terms. The Respondent waives the right to challenge any agreed upon term or condition of this Agreed Order notwithstanding any other statutory provision of KRS 335.010-.160, and 335.990, and the administrative regulations promulgated thereto. The Respondent expressly agrees those agreed upon terms and conditions contained therein are exclusively a matter of private right.

The Respondent is fully aware of the rights to contest charges in a formal hearing. These rights include: representation by an attorney at the Respondent's own expense, the right to a public hearing on any charges contained in the Formal Complaint, the right to confront and cross-examine

witnesses called to testify against the Respondent, the right to present evidence on the Respondent's behalf, the right to compulsory process to secure the attendance of such 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 decision on the merits of the Formal Complaint, 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). All of these rights are being voluntarily waived by the Respondent in exchange for the Board's acceptance of this Agreed Order.

Jurisdiction

The Respondent acknowledges the Board has jurisdiction over the Respondent and the conduct which has precipitated this Agreed Order. The Respondent also acknowledges 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.

The Respondent acknowledges the Board will retain jurisdiction over this matter until all terms and conditions set forth in this Agreed Order have been met to the satisfaction of the Board.

Publication of Agreed Order

The Respondent acknowledges, once adopted by the Board, this Agreed Order 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 the Board is free to make any use it deems appropriate of the contents of this Agreed Order, which shall include the Board's ability to share the content of this Agreed Order with any governmental or professional board or organization, publication of a summary in the Board's newsletter, reporting under federal law, and availability via the Board's web site.

Terms of Agreement

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. By entering into this Agreed Order, the Respondent recognizes that if this matter was to go to an administrative hearing, the Board may have sufficient evidence to sustain a disciplinary action against her. Nevertheless, she desires to settle the matter in an expeditious manner without resorting to a disciplinary hearing, and in doing so, she does not admit to, and expressly denies, any wrongdoing or liability.

2. The Respondent agrees:

- a. Her license shall be suspended for a period of one (1) year. The suspension of the Respondent's license shall be probated for a period of one (1) year during which time the Respondent may continue to practice clinical social work;
- b. During the period of probation, the Respondent shall pay a fine in the amount of \$500.00 no later than thirty (30) days from the effective date of this Agreed Order and shall not violate any provisions of KRS 335.010 to 335.160, or 201 KAR Chapter 23.

3. The Board agrees to:

- (a) Impose a suspension of the Respondent's license for a period of one (1) year, which shall be probated;
- (b) Fine the Respondent the sum of \$500.00, which shall be payable no later than thirty (30) days from the effective date of this Agreed Order; and

(c) Not seek any additional disciplinary action against the Respondent based on the factual allegations set forth in this Agreed Order.

4. This matter shall constitute disciplinary action, which may be reportable under state or federal law.

5. The Parties agree to execute all documents necessary to settle this matter.

6. The Respondent expressly understands failure to comply with and complete all terms of this Agreed Order shall constitute failure to comply with an Order of the Board under KRS 335.150(1)(f) for which the Board may impose additional penalties available under law after notice and opportunity to be heard.

7. The Parties agree to take all actions necessary that would cause the conditions and obligations under this Agreed Order to become effective upon the date of this Agreed Order, or, in the event that additional documents may need to be executed after the date of this Agreed Order, the Parties agree to cooperate with each other and execute such additional documents to effectuate the purposes as stated herein.

8. Each of the Parties represents and warrants to the other that it has taken all requisite action to authorize the execution, delivery and performance of its obligations hereunder, and that each Party has all requisite power and authority to enter into this Agreed Order and to effectuate the purposes herein and that the Agreed Order will in fact be legally binding and will constitute the valid and legally binding obligation of each Party and will be enforceable against each Party in accordance with the respective terms hereof.

9. This Agreed Order shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, in accordance with the laws of the Commonwealth of Kentucky without reference to its choice of law rules. Any dispute arising hereunder 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. The Parties agree that any such litigation shall be by bench trial only, each of the Parties irrevocably waiving its right to jury trial in any dispute arising hereunder.

10. This Agreed Order may not be modified except by a written agreement signed by all Parties.

11. The Parties represent, agree, and acknowledge that they have read this Agreed Order in its entirety and fully understand and agree to its terms.

Release of Liability

In consideration of execution of this Agreed Order, the Respondent, the Respondent's executors, administrators, successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, the Kentucky Board of Social Work, and the Kentucky Attorney General and each of their 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, in law or equity, 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 Agreed Order, or its administration.

Acceptance by the Board

It is hereby agreed between the Parties this Agreed Order shall be presented to the Kentucky Board of Social Work at the next regularly-scheduled meeting of the Board.

The Respondent understands the Board is free to accept or reject this Agreed Order, and if rejected by the Board, a formal disciplinary hearing against the Respondent may be scheduled

thereafter with a hearing officer and counsel. The Respondent hereby agrees to waive any right the Respondent might have to challenge the impartiality of the Board, based solely upon the presentation of this Agreed Order, to hear the disciplinary charges if, after review by the Board, this Agreed Order is rejected.

If the Agreed Order is not accepted by the Board, it shall be regarded as null and void. Admissions by the Respondent in the Agreed Order will not be regarded as evidence against the Respondent at the subsequent disciplinary hearing. The Respondent will be free to defend herself and no inferences against the Respondent will be made from the Respondent's willingness to have entered into this Agreed Order.

The Agreed Order will not be submitted for Board consideration until after it has been agreed to and executed by the Respondent. The Agreed Order shall not become effective until it has been approved by a majority of the Board and endorsed by a representative member of the Board.

Effective Date

The effective date of this Agreed Order means the date of acceptance by the Board as reflected in its Meeting Minutes and date this Agreed Order was ordered, which is found on page ten (10) of this Agreed Order.

Complete Agreed Order

This Agreed Order consists of nine (9) pages and embodies the entire agreement between the Board and the Respondent. This Agreed Order shall constitute a binding contract between the Respondent and the Board, subject only to approval by the Board as set forth above. The Respondent shall not rescind, revoke, withdraw, or seek to modify this Agreed Order prior to or during its presentation to the Board at a regularly scheduled meeting of the Board. It may not be altered, amended or modified without the express written consent of both Parties.

Cooperation with the Board


The Respondent agrees to permit and cooperate with the Board, its members, agents, and employees, and its Impairment Committee and representatives, to monitor the Respondent's compliance with the terms and conditions of this Agreed Order. The Respondent shall sign and file any appropriate authorizations and/or releases for information that may be requested by the Board or its representative member.

IT IS HEREBY ORDERED THAT the Respondent's license is SUSPENDED for a period of one (1) year. The suspension of the Respondent's license shall be probated for a period of one (1) year during which time the Respondent may continue to practice clinical social work;

IT IS FURTHER HEREBY ORDERED THAT the Respondent's terms of probation are:

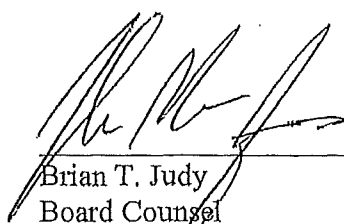
1. The Respondent shall pay a fine in the amount of \$500.00 no later than thirty (30) days from the effective date of this Agreed Order; and
2. The Respondent shall not violate any provisions of KRS 335.010 to 335.160, or 201 KAR Chapter 23.

SO ORDERED on this 9 day of January, 2018 ⁽²⁰⁾


JUSTIN D. MILLER
CHAIRPERSON
KENTUCKY BOARD OF SOCIAL WORK

Have Seen, Understood and Agreed:

Melanie Hurst, CSW Date 12.7.17
Melanie Hurst, CSW

 ^{for BJ}
Date 12/9/18
Brian T. Judy
Board Counsel
Kentucky Board of Social Work

CERTIFICATE OF SERVICE

I hereby certify that copies of the Agreed Order were mailed by regular first class mail on this 16 day of January, 2018, to:

Melanie Hurst



Respondent

Hon. John Marcus Jones
Assistant Attorney General
Office of the Attorney General
700 Capitol Ave, Suite 118
Frankfort, Kentucky 40601
Board Counsel

Florence Huffman
Board Administrator