

**COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF SPEECH-LANGUAGE, PATHOLOGY & AUDIOLOGY
CASE NO. 2024-SLP-00002**

**KENTUCKY BOARD OF SPEECH-
LANGUAGE, PATHOLOGY & AUDIOLOGY**

COMPLAINANT

v.

**EMILY BENTLEY
LICENSE NO. 173133**

RESPONDENT

AGREED ORDER

Complainant, Kentucky Board of Speech-Language, Pathology & Audiology (the "Board") and Respondent, Emily Bentley, Speech-Language Pathologist, License No. 173133, hereby enter into this Agreed Order to resolve this administrative action according to the following terms:

DEFINITIONS

1. "Respondent" shall mean the Licensee and her successors, assigns, heirs, executors, administrators, agents, servants, employees, legal representatives, insurers and any and all other affiliated or related persons, firms, or corporations, and all persons, firms, or corporations that may have or claim an interest by or through him.

2. "Petitioner" shall mean the Board and all subdivisions, members, successors, assigns, predecessors, agents, servants, employees, officers, directors, shareholders, legal representatives, insurers, subsidiaries, sister and parent entities, and all other affiliated or related persons, firms and corporations, and any and all persons, firms, or corporations who in the future, or, in the past, are or have been affiliated or related persons, firms or corporations of either entity.

3. "Administrative Action" shall mean Complaint No. 2024-SLP-00002, which is pending before the Board, and styled *Marissa Hilliard v. Emily Bentley*.

4. The "Incident" shall mean the acts or series of acts or occurrences or series of occurrences that are the subject of the Complaint No. 2024-SLP-00002, including specifically, but not limited to, Respondent's Pretrial Diversion for a Class D Felony in Owen Circuit Court, Case No. 24-CR-00023, for the charge of Theft by Unlawful Taking of \$1000 but Less Than \$10,000, for submitting fraudulent billing to the Owen County Schools in the amount of \$9,815.00 for Speech-Language pathology that were not performed.

EFFECT OF THE FOREGOING

All of the foregoing provisions are a part of this Agreed Order and are not mere recitals.

JURISDICTION

Complainant and Respondent acknowledge the Board has jurisdiction over the Respondent and the conduct alleged in Complaint No. 2024-SLP-00002 pursuant to Kentucky Revised Statute (KRS) Chapter 334A, Chapter 13B, and their accompanying administrative regulations. Complainant and Respondent also acknowledge the Board will retain jurisdiction over this matter until the Board is satisfied that Respondent has fulfilled the terms and conditions set forth herein.

INDEMNIFICATION

If after providing Respondent with notice and an opportunity to be heard, the Board finds that Respondent failed to fulfill, satisfy, or otherwise comply with any material term, duty, condition, or obligation of this Agreed Order, Respondent agrees to indemnify the Board for all costs, including but not limited to, a reasonable attorney's fee for the Board's enforcement of this Agreed Order.

VOLUNTARY WAIVER OF RIGHTS

Respondent represents and warrants that she executes this Agreed Order after having had the opportunity to obtain advice from counsel of her choice. Respondent acknowledges that at all times she has had the opportunity to obtain legal counsel of her choosing.

Respondent understands her right to contest the allegations against her in a formal hearing. She understands she has the right to:

- (a) be represented by an attorney at her own expense;
- (b) a public hearing on any charges or allegations filed;
- (c) confront and cross-examine any witnesses called to testify against her;
- (d) present evidence on her own behalf;
- (e) compulsory process to secure the attendance of such witnesses;
- (f) testify on her own behalf;
- (g) receive written findings of fact and conclusions of law supporting the decision on the merits of the allegations made against her; and
- (h) appeal any final order of the Board to the Franklin Circuit Court as otherwise allowed by KRS 335.545 and KRS Chapter 13B.

Respondent is voluntarily waiving all these rights in exchange for the Board's acceptance of this Agreed Order. Respondent makes this waiver freely and voluntarily.

Respondent recognizes that if this matter was to proceed to an Administrative Hearing, there may exist sufficient evidence to sustain a disciplinary action against him. Respondent nevertheless desires to settle this matter in an expeditious manner without resorting to an administrative hearing.

Respondent acknowledges that the Board has made no agreement or promise of any kind whatsoever not herein expressed to her and this document contains the entire agreement between her and the Board.

COSTS

The Board and Respondent shall each bear their own costs incurred in this matter, except as provided above under “INDEMNIFICATION.”

AGREEMENT

Although no specific finding of wrongdoing has been made by the Board, for the purpose of this Agreed Order, the Respondent acknowledges that the Board could find, by a preponderance of the evidence, that she engaged in conduct that violates the provisions of KRS 334A.180(1)(b) and (f) and 334A.180(4), 201 KAR 17:041. Section 3.(1)(b) and Section 5(4).

For the purpose of this Agreed Order, the Respondent’s admits to the factual allegations above and acknowledges that the Board could find that he engaged in conduct that violated the provisions of KRS 334A5.540(1)(g), 201 KAR 36:040, Section 5. (26) and 201 KAR 36:005. Section 1. (14)(e).

The Parties hereby agree to settle this matter by informal proceedings pursuant to KRS 334A.180(1)(b) and (f) and 334A.180(4), 201 KAR 17:041. Section 3.(1)(b) and Section 5(4). for the purpose of dispensing with the matter.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

The Respondent agrees to:

1. A one (1) year suspension of her License No. 173133, effective beginning August 13, 2024 and ending August 13, 2025;
2. Immediately report the Pretrial Diversion for a Class D Felony Theft by Unlawful Taking more than \$1000 and less than \$10,000 to the American Speech-Language-Hearing Association (ASHA) ethics office as is required by that organization, and provide proof to the Board of your report;

3. Upon any application for reinstatement, the Respondent shall provide the Board with proof from her Probation Officer that she remains compliant with all terms of the Pretrial Diversion Agreement.
4. Any practice of Speech-Language Pathology and all billing for said services shall be under supervision for a period of one (1) year following reinstatement, with quarterly reports to the Board made by the supervisor advising of Respondent's progress with practice and billing.
5. Not violate the provisions of KRS 334A.010 to 334A.990 and 201 KAR Chapter 17.

The Board agrees to:

6. Suspend License No. 173133 for a period of one (1) year;
7. Reinstatement License No. 173133 following the one (1) year suspension provided all conditions in Item 1 through 5 above have been met; and
8. Not seek any additional disciplinary action against the Respondent based on the factual allegations set forth in this Agreed Order so long as the Respondent complies with the terms established herein.

* * *

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

The Respondent expressly understands, once executed, 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 334A.180(1)(c) and subject the Respondent to further disciplinary action, for which the Board may impose additional penalties available under law after notice and opportunity to be heard.

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.

Each of the Parties represents and warrants to the other that it: (1) has taken all requisite action to authorize the execution, delivery and performance of its obligations hereunder; (2) has all requisite power and authority to enter into this Agreed Order and to effectuate the purposes herein; (3) the Agreed Order will constitute the valid and legally binding obligation of each Party; and (4) the Agreed Order will be enforceable against each Party in accordance with the respective terms hereof.

RELEASE OF LIABILITY

In consideration of this agreement, Respondent fully and forever releases, acquits and discharges the Commonwealth of Kentucky and the Board from any and all liability on account of any and all actions or causes of action, whether in law or in equity or otherwise, where in contract or tort, or pursuant to any statute, ordinance or regulation, whether direct or indirect, whether known or unknown, whether presently discoverable or undiscoverable, whether suspected or claimed, which he ever had, now has or may have against the Commonwealth of Kentucky, or the Board arising from or related to the Incident. This Release specifically includes, but is not limited to, all claims, demands, causes of action, and matters at issue in the action or any matters that might or could have been placed at issue in the action. Without in any way limiting the generality of this paragraph, this shall be construed as a complete bar against Respondent's prosecution of any action against the Board.

SUBJECT TO ACCEPTANCE BY THE BOARD

This Agreed Order shall not become effective until the Board approves it, and the Board Chair endorses it.

Respondent understands the Board is free to accept or reject the Agreed Order, and that Board may in fact reject it. Respondent also understands that if the Board rejects the Agreed Order, the Board may conduct an administrative hearing to consider the allegations against him. If the Board rejects this Agreed Order, Respondent will not be allowed to challenge the impartiality of the Board or any of its board members. By signing this agreement, Respondent understands that he waives this right.

If the Board does not accept this agreement, it shall be null and void. Respondent and the Board agree and stipulate that the Agreed Order shall not be offered as evidence at any disciplinary hearing, and neither party shall be permitted to draw any inference from the other's willingness to enter into this agreement.

Upon approval of this Agreed Order by the Board, the Board shall dismiss complaint number 2024-SLP-00002. Any violation by the Respondent of the terms of this agreement shall be grounds for further action by the Board, including but not limited to the reopening of this complaint;

OPEN RECORDS

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, 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.

COMPLETE AGREEMENT

This Agreed Order consists of nine (9) pages and is the entire agreement between the Board and Respondent.

This agreement is a binding contract between the parties, 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.

All parties and their undersigned representatives warrant and represent that they have the requisite power and authority to enter into this Agreed Order and to effectuate the purposes herein, and that this Agreed Order shall be legally binding and enforceable against each party in accordance with terms of the Agreed Order.

This Agreed Order shall be governed in all respects by the laws of the Commonwealth of Kentucky. Any disputes arising under this Agreed Order shall be resolved in the Circuit Court of Franklin County, Kentucky; the parties' consent and agree to the *in personam* jurisdiction of such Court; and

This Agreed Order may not be modified except by a written agreement executed by all parties.

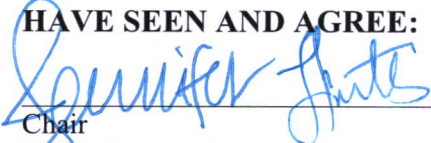
Cooperation with the Board

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 Agreed Order. The Respondent shall sign and file any appropriate authorizations or releases for information that may be requested by the Board or its representative member.

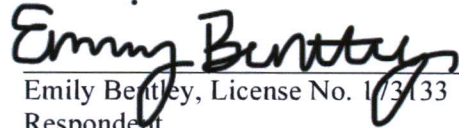
Effective Date

The effective date of this Agreed Order shall be the date it is accepted by the Board and signed by the Chairperson of the Board.

HAVE SEEN AND AGREE:



Chair
Kentucky Board of Speech-Language
Pathology & Audiology
Date 10/8/2024



Emily Bentley, License No. 173133
Respondent
Date: 09/11/2024

CERTIFICATE OF SERVICE


I hereby certify that a copy of the Agreed Order was mailed this 10th day of October 2024, by electronic mail, and on the 10th day of October, 2024, mailed by regular first-class mail and to:

Emily Bentley
1370 Indian Gap Road
Frankfort, Kentucky 40601
rousseau24@hotmail.com
Respondent

And via electronic mail to:

Sara Boswell Janes
sara.janes@ky.gov
Counsel for Board of Speech-Language Pathology & Audiology

Date: 10/8/2024

By: 

Board Administrator