

**COMMONWEALTH OF KENTUCKY**  
**BOARD CERTIFICATION OF ALCOHOL & DRUG COUNSELORS**  
**Agency Case No. 12-06**

**Kentucky Board of Certification of  
Alcohol and Drug Counselors**

**Complainant**

v.

**SETTLEMENT AGREEMENT**

**Donald K. Whitley**

**Respondent**

\* \* \* \* \*

**Whereas**, the Kentucky Board of Certification of Alcohol and Drug Counselors (hereafter "Board") having received an initial complaint alleging violations of 201 KAR 35:030, Section 4(2), impairment due to the abuse of substances which negatively impact the practice of alcohol and drug counseling, and KRS 309.086(1)(i) conviction of a felony offense and;

**Whereas**, Respondent acknowledges the Board has completed an investigation for which the Board has authorized the issuance of a Formal Complaint and Notice of Administrative Hearing and Order, and;

**Whereas**, Respondent admits his abuse of cocaine has impaired him and has negatively impacted his practice as an alcohol and drug counselor, violating 201 KAR 35:030 Section 4(2). Respondent further admits his felony conviction of Possession of a Controlled Substance 1<sup>st</sup> Degree is a violation of KRS 309.086(1)(i) grounds for discipline and;

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

**IT IS HEREBY AGREED THAT:**

Respondent's certificate is **suspended** for ninety (90) days.

Upon the expiration of the suspension, Respondent shall be on **probation for one year** with the following conditions:

1. Respondent shall obtain weekly supervision from a board approved certified drug and alcohol counselor in good standing with the board, with a minimum of two (2) years of experience as a CADC in Kentucky. The supervision shall be at the expense of Respondent. The supervisor shall review the work of Respondent to ensure he can properly provide drug and alcohol counseling to his clients and focus on relapse prevention and managing stress.
2. Prior to beginning probation, Respondent shall submit the names of two supervisors meeting the above listed criteria, of which the board will select one.
3. Respondent shall submit monthly reports to the board of his progress and written confirmation from the supervisor that Respondent is in compliance with supervision.
4. Respondent's certification shall remain suspended until proper supervision is obtained and approved by the board.

The Respondent expressly understands that failure to comply with all terms and conditions of this Settlement Agreement or further violations of laws of the Commonwealth of Kentucky, subjects the Respondent to further disciplinary action after notice and opportunity to be heard.

#### **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 Settlement Agreement. The Respondent has freely and voluntarily entered into this Settlement Agreement, motivated only by a desire to resolve the issues addressed herein. The Respondent has executed this Settlement Agreement only after a careful reading of it and a full understanding of all of its terms.

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

called to testify against Respondent, the right to present evidence on Respondent's own behalf, the right to compulsory process to secure the attendance of such witnesses, the right to testify on Respondent's own behalf, the right to receive written findings of fact and conclusions of law supporting the decision on the merits of the accusation and the right to obtain judicial review of the Board's decision. All of these rights are being voluntarily waived by the Respondent in exchange for the Board's acceptance of this Settlement Agreement.

#### **Publication of Settlement Agreement**

The Respondent acknowledges that, once adopted by the Board, this Settlement Agreement may be considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act, and may be reportable under federal law.

#### **Acceptance by the Board**

The Respondent understands that the Board is free to accept or reject this Settlement Agreement, and if rejected by the Board, a formal disciplinary hearing against the Respondent may be held. 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 Settlement Agreement, to hear the disciplinary charges if, after review by the Board, this Settlement Agreement is rejected.

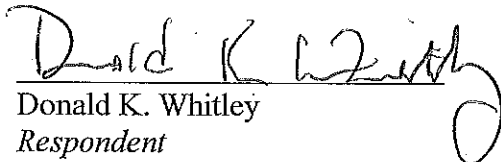
If the Settlement Agreement is not accepted by the Board, it shall be regarded as null and void. Admissions by the Respondent in the Settlement Agreement will not be regarded as evidence against Respondent at a subsequent disciplinary hearing. The Respondent will be free to defend and no inferences against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

The Settlement Agreement will 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 a majority of the Board and endorsed by a representative member of the Board. This Settlement Agreement, and its terms, shall remain confidential and shall not be shared outside the authorized representatives of the parties until after adopting by the Board.

### Complete Agreement

This Settlement Agreement consists of four (4) pages and embodies the entire agreement between the Board and the Respondent. It may not be altered, amended or modified without the express written consent of both parties.

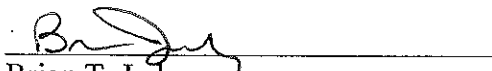
**Have Seen, Understood, and Approved:**

  
Donald K. Whitley  
*Respondent*

04/01/2013  
Date

  
Terry L. Reams, Chairperson

5-3-13  
Date

  
Brian T. Judy  
*Counsel for the Board*

5/1/13  
Date