

**COMMONWEALTH OF KENTUCKY
BOARD CERTIFICATION OF ALCOHOL & DRUG COUNSELORS
Agency Case No. 13-03**

**COMMONWEALTH OF KENTUCKY,
BOARD OF CERTIFICATION OF
ALCOHOL AND DRUG COUNSELS**

COMPLAINANT

v.

SETTLEMENT AGREEMENT

DONNA DIXON

RESPONDENT

* * * * *

Whereas, the Kentucky Board of Certification of Alcohol and Drug Counselors (hereafter "Board") received an initial complaint alleging violations of KRS Chapter 309 and 201 KAR Chapter 35;

Whereas, Respondent acknowledges the Board has completed an investigation for which the Board has the authority to issue a Formal Complaint and Notice of Administrative Hearing and Order, and;

Whereas, Respondent refuses to admit a violation of KRS 309.086(1)(h) by violating 201 KAR 35:030 Section 10 by failing to document activity with a client in a timely manner, and KRS 309.086(1)(h) by violating 201 KAR 35:030 Section 5 in exploiting the trust and dependency of a supervisee by failing to complete documentation of the amount of supervision provided; however, she acknowledges that the Board can present sufficient evidence to substantiate a violation of the statutes and regulations, 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 six (6) months, which shall be probated for a period of one year.

Respondent agrees to:

1. Complete six hours of a Board-approved course in Supervision within one year of execution of this Settlement Agreement;
2. Complete documentation attesting to the hours of supervision completed of any supervisees for Certification of Alcohol and Drug Counselors that the Respondent supervised while employed at New Hope Community Services; and
3. Complete all treatment plans for clients that are accurate and are in compliance with the law while the Respondent was at New Hope Community Services with approval of New Hope Community Services.

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.

Release of Liability

The Respondent understands and stipulates that the aforesaid investigation conducted by the Board was conducted in good faith and in accordance with the duties imposed by law upon the Board. Execution of this Agreement and Release shall constitute a full and final release of any and all claims, both known and unknown, that the appellant may have against the Board and/or any employee or official of the Board, in their individual and official capacities, or any person who reported suspected violation to the Board.

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

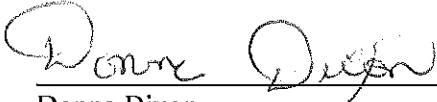
The individuals who have executed this Agreement and Release certify that they are authorized to act on behalf of and bind the parties hereto.

Each of the undersigned acknowledge that this Settlement Agreement has been read in full and is fully understood by all of the undersigned, that each of the undersigned has signed and

executed this Agreement freely and voluntarily, and that the terms of this Agreement become effective upon the execution of the last signatory hereto.

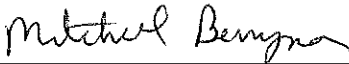
This Settlement Agreement consists of five (5) pages and embodies the entire agreement between the Board and the Respondent. It may not be altered, amended or modified without the express written consent of both parties.

Have Seen, Understood, and Approved:




Donna Dixon
Respondent

March 20, 2014
Date




Mitchell Berryman
Counsel for the Respondent

March 20, 2014
Date



~~Todd Trumbore, Vice~~ Chairperson
Geoffrey Wilson

4-4-14
Date



Brian T. Judy
Counsel for the Board

4-4-14
Date