

COMMONWEALTH OF KENTUCKY  
BOARD OF ALCOHOL & DRUG COUNSELORS  
AGENCY NO. 10-04  
ADMINISTRATIVE HEARING NO. 13-KBAD-0345

KENTUCKY BOARD OF CERTIFICATION  
OF ALCOHOL & DRUG COUNSELORS

COMPLAINANT

v.

DREXEL WAYNE HOFFMAN  
(Certificate No. 0103)

RESPONDENT

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**SETTLEMENT AGREEMENT, RELEASE AND FINAL ORDER**

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This Settlement Agreement ("the Agreement") is made by and among the Kentucky Board of Alcohol and Drug Counselors (the "Board") and Drexel Wayne Hoffman ("Respondent").

**Witnesseth**

Whereas, Respondent is a Certified Alcohol and Drug Counselor in the Commonwealth of Kentucky, having been issued Certificate No. 0103; and

Whereas, pursuant to KRS 309.080-.089, the Board is authorized to regulate and control matters related to alcohol and drug counselors, not delegated to another agency of the Commonwealth of Kentucky, and this matter has not been delegated to another agency of the Commonwealth; and

Whereas, during the time period at issue, the Respondent was the sole owner and director of Alternatives in Treatment. During the summer and fall of 2010, Alternatives in

Treatment offered its DUI programs at its facility located at 123 W.G.L. Smith Street, Morgantown, Kentucky and 941 Lehman Avenue, Bowling Green, Kentucky; and

Whereas, Alternatives in Treatment's facility located at 123 W.G.L. Smith Street, Morgantown, Kentucky was not certified by the Cabinet for Health and Family Services, Department for Behavioral Health, Developmental and Intellection Disabilities, Division of Behavioral Health, DUI Program; and

Whereas, clients received a 20-hour DUI instruction program at the unlicensed, uncertified Morgantown facility; and

Whereas, during the summer and fall of 2010, Danna Wallace ("Wallace") and Steven McCluskey ("McCluskey"), were employees of Alternatives in Treatment. None of these individuals were certified DUI assessors; and

Whereas, the Respondent knew that Wallace and McCluskey were not certified DUI assessors but allowed them to conduct DUI assessments; and

Whereas, even though not a certified DUI assessor Wallace and McCluskey conducted DUI assessments at the direction of the Respondent; and

Whereas, an administrative hearing was held in the matter of *Alternatives in Treatment*, AHB MHDDAS 10-683. A Findings of Fact, Conclusions of Law and Recommended Order was issued on March 26, 2013. On August 12, 2013, the Cabinet upheld the revocation of Alternatives in Treatment's DUI program certification and Alternatives in Treatment's/Respondent's certification for the Morgantown office for violation of 908 KAR 1:310 Section 4(1)(c) and 908 KAR 1:310 Section 4(5)(a); and

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

Whereas, the Respondent has had the opportunity at all times to seek advice from competent counsel of choice, and no coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this Settlement Agreement; and

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

#### **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. The Parties agree to settle this matter. The Respondent admits to the allegations alleged in the Complaint. The Respondent agrees that this Settlement Agreement constitutes disciplinary actions against his license by the Board. The Board agrees that this Settlement Agreement shall resolve any issues over which the Board has authority under KRS 309.080-.089, and 201 KAR Chapter 35 that arise from the aforementioned Complaint.

2. By entering into this Agreement, 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 him. Nevertheless, the Parties desire to settle this matter in an expeditious manner without resorting to a disciplinary hearing, and in doing so, he does not admit to, and expressly denies, any wrongdoing or liability.

3. The Respondent agrees that:

- a. His license shall be suspended for a period beginning January 1, 2016, through September 30, 2016. The Respondent will refrain from the practice of alcohol and drug counseling through September 30, 2016, and until he has an approved supervisor whichever is later; and
  - b. He shall submit three (3) names of proposed supervisors with whom he does not have a dual relationship prior to returning to the practice of alcohol and drug counseling. The period of supervision shall be one (1) year from the approval of the supervisor by the Board. During the period of supervision, the Respondent shall be supervised by a Board-approved supervisor and meet for face-to-face individual supervision for one (1) hours every two (2) weeks. The approved supervisor shall submit a report to the Board on a monthly basis along with the supervision logs maintained by the supervisor.
4. The Board agrees to:
- (a) Impose a suspension of the Respondent's certification for a period beginning January 1, 2016, through September 30, 2016;
  - (b) Review and assign a supervisor from the list of the three (3) supervisors proffered by the Respondent or name another supervisor that the Board appoints at the first Board meeting following submission of the names; and
  - (c) Not seek any additional disciplinary action against the Respondent based on the factual allegations set forth in this Agreed Order.

5. The Respondent expressly understands that this Settlement Agreement, Release, and Final Order may constitute a reportable disciplinary action against the Respondent's license for purposes of any professional organization, national database, or licensing board.

6. The Respondent expressly understands failure to comply with and complete all terms of this Settlement Agreement shall constitute failure to comply with an Order of the Board under 201 KAR 35:030 Section 4(1)(b)2 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 Agreement to become effective upon the date of this Agreement, or, in the event that additional documents may need to be executed after the date of this Agreement, 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 Agreement and to effectuate the purposes herein and that the Agreement 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 Agreement 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 Agreement 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 Agreement in its entirety and fully understand and agree to its terms.

#### **Release of Liability**

In consideration of execution of this Settlement Agreement, the Respondent, the Respondent's executors, administrators, successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, the Board of Alcohol and Drug Counselors, 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, that 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 settlement or its administration.

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

This Settlement Agreement, when executed by the Respondent, shall be presented to the Kentucky Board of Alcohol and Drug Counselors with a recommendation for approval from the Board's counsel and case manager at the next regularly scheduled meeting of the Board following receipt of the executed Agreement. The Settlement Agreement shall not become effective until it has been approved by a majority of the Board and endorsed by the Chair of the Board.

The Respondent understands the Board is free to accept or reject this Settlement Agreement. The Respondent hereby agrees to waive any rights he might have to challenge, based solely on the presentation of this Settlement Agreement to the Board, the impartiality of the Board to hear this administrative action 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. Representations and/or admissions by the Respondent in the Settlement Agreement, or other settlement proposals, will not be regarded as evidence against the Respondent at any subsequent disciplinary hearing. The Respondent will be free to defend and no inferences against the Respondent will be made from the willingness to have entered into this Settlement Agreement.

#### **Open Records**

The Respondent acknowledges this Settlement Agreement is subject to disclosure under the Kentucky Open Records Act, may be reportable under federal law, and may be shared with any professional organization or licensing board as the Board deems appropriate in its discretion.

#### **Costs**

The parties shall bear their respective costs.

#### **Complete Agreement**

This Settlement Agreement, Release, and Final Order consists of ten (10) pages including the Certificate of Service, which 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.

### **Effective Date**

The effective date of this Settlement Agreement, Release, and Final Order shall be the date it is accepted by the Board and signed by the Chairperson of the Board.

### **Findings of Facts, Conclusions of Law, and Final Order**

This matter is before the Board of Alcohol and Drug Counselors from the Settlement Agreement, Release and Final Order. Pursuant to KRS 13B.110(5), after having reviewed the administrative record, and the terms of the Settlement Agreement, Release and Final Order, the Board makes the following findings:

1. During the time period at issue, the Respondent was the sole owner and director of Alternatives in Treatment.
2. During the summer and fall of 2010, Alternatives in Treatment offered its DUI programs at its facility located at 123 W.G.L. Smith Street, Morgantown, Kentucky and 941 Lehman Avenue, Bowling Green, Kentucky.
3. The Respondent permitted and directed uncertified DUI assessors or instructors to conduct DUI assessments and teach the 20-hour education sessions.
4. During the summer and fall of 2010, Danna Wallace ("Wallace") and Steven McCluskey ("McCluskey"), were employees of Alternatives in Treatment. None of these individuals were certified DUI assessors.
5. The Respondent knew that Wallace and McCluskey were not certified DUI assessors but allowed them to conduct DUI assessments.
6. Even though not a certified DUI assessor Wallace and McCluskey conducted DUI assessments at the direction of the Respondent; and

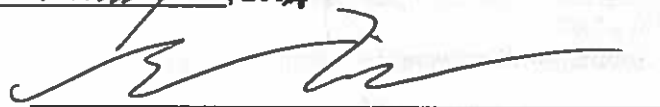


7. The Board has sufficient evidence to determine that the Respondent violated KRS 309.086(1)(d), 201 KAR 35:030 Section 5(7), KRS 309.086(1)(h), 201 KAR 35:030 Section 5(7), 201 KAR 35:030 Section 9(2), 908 KAR 1:310 Section 4(1)(c), and 908 KAR 1:310 Section 4(5)(a)..

IT IS HEREBY ORDERED THAT the Respondent's license shall be suspended for a period beginning January 1, 2016, through September 30, 2016. The suspension shall become effective immediately.

IT IS FURTHER HEREBY ORDERED THAT the Respondent shall submit three (3) names of proposed supervisors with whom he does not have a dual relationship prior to returning to the practice of alcohol and drug counseling. The period of supervision shall be one (1) year from the approval date of the supervisor by the Board.

SO ORDERED this 6<sup>th</sup> day of January, 2016

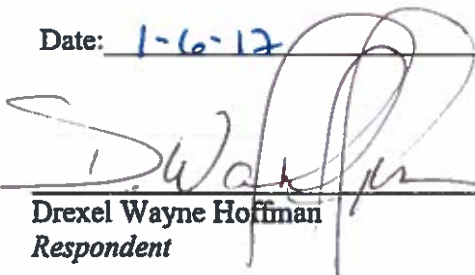


Geoffrey Wilson  
Chairperson  
Board of Alcohol and Drug Counselors

Reviewed and Agreed to by:

  
\_\_\_\_\_  
Brian T. Judy  
*Counsel for the Board*

Date: 1-6-12

  
\_\_\_\_\_  
Drexel Wayne Hoffman  
*Respondent*

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Ed Logan  
*Counsel for Respondent*

Date: 12-14-14

