

COMMONWEALTH OF KENTUCKY
BOARD OF ALCOHOL AND DRUG COUNSELORS
AGENCY CASE NO. 15-07
ADMINISTRATIVE ACTION NO. 16-BADC-115



COMMONWEALTH OF KENTUCKY,
BOARD OF ALCOHOL AND DRUG COUNSELORS

V.

PHILLIP HANEY
(CERTIFICATE NO. 0249)

RESPONDENT

SETTLEMENT AGREEMENT, RELEASE AND FINAL ORDER

This Settlement Agreement (“the Agreement”) is made by and among the Kentucky Board of Alcohol and Drug Counselors (the “Board”) and Phillip Haney. (“Respondent”).

Witnesseth

Whereas, Respondent is a Certified Alcohol and Drug Counselor in the Commonwealth of Kentucky, having been issued Certificate No. 0249; 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, in 2015, the Respondent was employed as a Social Services Clinician in District 2 with the Justice and Public Safety Cabinet, Department of Corrections (“DOC”); and

Whereas, in 2015, the Respondent used his position with DOC to become “friends” on social media with approximately 140 offenders, some of whom he provided alcohol and drug counseling through his position as a Social Services Clinician with DOC; and

Whereas, the Respondent used his social media account to solicit his alcohol and drug counseling clients to enter into a for-profit business relationship and to work as the Respondent's representatives in selling supplements for his website "Success with Phill"; and

Whereas, the Respondent approached at least one client in person to participate in his personal for-profit business; and

Whereas, the Respondent admits that he crossed boundaries by asking clients to be "friends" on social media and solicit the clients to enter into a business relationship; 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 to voluntarily relinquish his license as if revoked by the Board and shall seek reinstatement of his license in accordance with the provision of KRS 309.087.

4. The Board agrees to voluntarily relinquish his license as if revoked.

5. The Board agrees to not seek additional disciplinary action against the Respondent based on the factual allegations enumerated in the Complaint in Agency Case No. 15-07, Administrative Action No. 16-BADC-115.

6. The Parties agree to execute all documents necessary to settle and dismiss Agency Case No. 15-07, Administrative Action No. 16-BADC-115.

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

8. 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.

9. 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.

10. 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.

11. 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.

12. This Agreement may not be modified except by a written agreement signed by all Parties.

13. 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 nine (9) 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

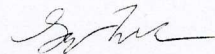
This matter is before the Board of Alcohol and Drug Counselors from the Settlement Agreement, Release and Final Order. Pursuant to KRS 13B.110(5), after having reviewed the

administrative record, and the terms of the Settlement Agreement, Release and Final Order, the Board makes the following findings:

1. In 2015, the Respondent was employed as a Social Services Clinician in District 2 with the Justice and Public Safety Cabinet, Department of Corrections (“DOC”).
2. In 2015, the Respondent used his position with DOC to become “friends” on social media with approximately 140 offenders, some of whom he provided alcohol and drug counseling through his position as a Social Services Clinician with DOC.
3. The Respondent use his social media account to solicit his alcohol and drug counseling clients to enter into a for-profit business relationship and to work as the Respondent’s representative in selling supplements for his website “Success with Phill”.
4. The Respondent approached at least one client in person to participate in his personal for-profit business.
5. The Respondent admits that he crossed boundaries by asking clients to be “friends” on social media and solicit the clients to enter into a business relationship.
6. The Board has sufficient evidence to determine that the Respondent violated KRS 309.086(d) and (h), and 201 KAR 35:030, Section 1(3)(c).

IT IS HEREBY ORDERED THAT the Certification of the Respondent shall REVOKED.
The revocation shall be effective IMMEDIATELY.

SO ORDERED this 15th day of August, 2016.



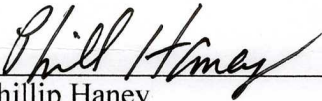
Geoffrey Wilson
Chairperson
Board of Alcohol and Drug Counselors

Reviewed and Agreed to by:



Brian T. Judy
Counsel for the Board

Date: 7-6-16



Phillip Haney
Respondent

Date: 6/24/16