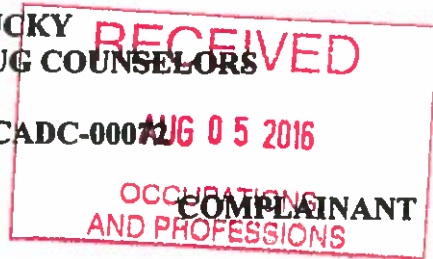


COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF ALCOHOL and DRUG COUNSELORS
AGENCY CASE NO. 12-08
ADMINISTRATIVE HEARING NO. 13-CADC-00071



COMMONWEALTH OF KENTUCKY
BOARD OF ALCOHOL AND DRUG COUNSELORS

v.

VERNON C. CORNETT
(Certificate No. 0942)

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 Vernon C. Cornett. ("Respondent").

Witnesseth

Whereas, Respondent is a Certified Alcohol and Drug Counselor in the Commonwealth of Kentucky, having been issued Certificate No. 0942; 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;

Whereas, Respondent was employed by Mountain Comprehensive Care Center ("MCCC") for approximately ten (10) years prior to his dismissal on November 21, 2012. Two years preceding his dismissal, he was the Director of MCCC's substance abuse treatment program; and

Whereas, MCCC's substance abuse treatment program includes a residential treatment program where clients are required to pay for services received by money order, cashier's check, or cash; and

Whereas, following the hiring of a new administrative assistant, an internal audit revealed

that monies paid by clients in the residential treatment program were not being properly recorded in MCCC's record; and it was alleged by MCCC that this was the responsibility of the Respondent; and

Whereas, following the hiring of a new administrative assistant, an internal audit revealed that monies paid by clients in the residential treatment program were not properly recorded in MCCC's records and it was alleged by MCCC officials that the Respondent did not credit to the clients' respective accounts; and

Whereas, an internal investigation by MCCC of the missing monies found that clients of the Respondent had paid the Respondent in accordance with MCCC's policy. The client was provided a receipt but the money was not turned over to MCCC and payment for the service was not credited in MCCC records; the Respondent disputes the findings of these allegations; and

Whereas, the investigation also found evidence of receipts shredded in Respondent's office; and

Whereas, on November 6, 2012, following a call from staff at the Layne House about approximately \$2,400.00 in cash being received for payment for services to clients, the Respondent obtained the money from the staff and took it to his office. The money was later found to be missing and the client's account was listed as "not paid"; and

Whereas, on October 3, 2013, the Respondent's certification was canceled by operation of law in accordance with KRS 309.085(2); further, once the issues between the Respondent and MCCC were raised, the employer contacted the Kentucky State Police and instituted a criminal investigation. As a result of said investigation, this matter was continued on several occasions, and no criminal charges have been brought against the Respondent, and the Respondent desiring to move this matter forward, elected to proceed.

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.

Whereas, the Respondent takes the position that there is a material dispute as to the facts that would constitute the underlying basis of these charges, and specifically the Respondent would take the position that he followed MCCC's business practices and that there were other clerical employees who may have been responsible for any deficiencies, if any, alleged herein.

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 and resolve this matter. The Respondent does not admit to the allegations alleged in the Complaint. The Respondent agrees that if this matter were to proceed to a hearing, sufficient evidence exists that a Board could find against him in a disciplinary action against his license. 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. Further, the parties agree that no allegations are involved in the treatment and care of any patient.

3. The Respondent agrees to not attempt to reinstate or apply for a new certification or license for a period of three (2) years from the date of entry of this agreement.

4. 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. 12-08, Administrative Action no. 13-CADC-0072.

5. The Parties agree to execute all documents necessary to settle and dismiss Agency Case No. 12-08, Administrative Action no. 13-CADC-0072.

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(l)(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

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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. The Respondent's Certification was to be renewed by July 3, 2013.
2. On October 3, 2013, the Respondent's certification with canceled by operation of law in accordance with KRS 309.085(2).
3. The allegations contend that the Respondent violated the business practice of Mountain Comprehensive Care Center.

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4. No clients were found to have been harmed.
5. The Board has sufficient evidence to determine that the Respondent violated KRS 309.086(d) and (h), and 201 KAR 35:030, Section 4(6).

IT IS HEREBY ORDERED THAT the Respondent shall not attempt to reinstate or apply for a new certification or license for a period of three (2) years from the entry of this agreement.

IT IS HEREBY ORDERED THAT this matter is DISMISSED.

SO ORDERED this 5th 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: 8-5-06



Vernon C. Cornett
Respondent

Date: 7-7-16



Gerald D. DeRossett
Counsel for Respondent

Date: 7-11-1