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**STATE OF NEVADA
BOARD OF EXAMINERS
FOR
ALCOHOL, DRUG AND GAMBLING COUNSELORS
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October 2, 2006

Lorne J. Malkiewich, Director
Legislative Counsel Bureau
401 S. Carson St.
Carson City, NV 89701

Dear Mr. Malkiewich,

Pursuant to Chapter 193, the Board of Examiners for Alcohol, Drug and Gambling Counselors is submitting the required quarterly report for July 1, 2006 through September 30, 2006. The enclosed settlement agreement action was taken against 1 certificate during the quarter.

During the quarter the Board, received an additional 16 allegations. On September 30, 2006 the Board records reflect 15 active allegation files and closed 5 cases.

Please feel free to call me if you have any questions or need additional information.

Sincerely,

**BOARD OF EXAMINERS FOR ALCOHOL,
DRUG AND GAMBLING COUNSELORS**

A handwritten signature in black ink, appearing to be "Sharon Atkinson", written over a horizontal line.

Sharon Atkinson, Executive Director

BEFORE THE STATE OF NEVADA BOARD OF EXAMINERS FOR ALCOHOL, DRUG AND GAMBLING COUNSELORS

In the matter of

AGREEMENT FOR PROBATION

KACEY BRUNSON.

Certified Drug and Alcohol
Counselor Intern
Nevada Certificate No. 8621,
Respondent.

This Agreement is entered into between Kacey Brunson (Respondent) and the State of Nevada Board of Examiners for Alcohol, Drug and Gambling Counselors (Board). It is hereby stipulated and agreed by and between the parties to the above-entitled matter that the following statements are true and accurate.

1. Respondent is aware of, understands, and has been advised of the effect of this Agreement which Respondent has carefully read and fully acknowledges. No coercion has been exerted on the Respondent. Respondent understands her right to an attorney and acknowledges that she has, at all times, been afforded the benefit of obtaining legal advice from competent counsel of her choice.

2. Respondent acknowledges the nature of the allegations made against her practice and investigated by the Board. Respondent admits that she had an inappropriate personal relationship with a client while employed as an intern at Westcare in Las Vegas, Nevada. The foregoing conduct is a violation of NRS 641C.700 and/or NAC 641C.410(12)(a), and is grounds for disciplinary action against the Respondent's certificate.

3. Respondent is aware of her rights, including the right to a hearing on any charges or allegations, the right to an attorney at her expense, the right to examine witnesses that would testify against her, the right to present evidence on her behalf, including the right to testify herself, the right to reconsideration, appeal, or any other form of judicial review of this matter, and any other rights afforded her pursuant to NRS 641C and/or NRS 233B and/or NRS 622A. Respondent agrees to waive all of the foregoing rights upon acceptance of this Agreement by the Board.

1 4. Respondent understands that the Board is free to accept or reject this
2 Agreement, and if rejected, a disciplinary hearing may be commenced subsequent to the filing
3 of an administrative complaint and notice of hearing and legal service to the Respondent.
4 5. Should the Agreement be rejected by the Board, it is agreed that presentation to
5 and consideration by the Board of the Agreement shall not disqualify the Board or any of its
6 members from further participation, consideration, adjudication or resolution of the
7 Respondent's case, and that no Board member shall be challenged or disqualified from any
8 further proceedings for bias. If this Agreement is approved by the Board, it shall be deemed
9 admissible in any subsequent proceeding.

10 6. If, after notice and hearing, the Respondent is found to have violated any of the
11 following terms and conditions of probation, the Board may choose to revoke the Respondent's
12 probation and carry out the underlying order of the revocation of the Respondent's certificate
13 as set forth herein. In the event of an alleged violation of the terms and conditions of this
14 Agreement, Respondent agrees to surrender her certificate to the Executive Director of the
15 Board, if requested, and to refrain from practicing any form of alcohol and drug counseling
16 until entry of a final order of the Board. The Board shall retain jurisdiction in this matter until
17 such time the matter is final.

18 7. This Agreement shall become effective only when duly executed by both parties
19 and accepted by the Board.

20 8. This Agreement shall not be construed as reducing or excluding any criminal or
21 civil penalties, sanctions or other remedies that may be applicable under federal, state or local
22 laws.

23 9. Based on the foregoing stipulations and recitals, it is hereby agreed that the
24 Board may issue the following decision and order.
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DECISION AND ORDER (TERMS AND CONDITIONS OF PROBATION)

It is hereby ordered that Respondent's certificate to practice as a Certified Drug and Alcohol Counselor Intern in the State of Nevada be issued under the name Kacey Brunson be revoked, provided, however, that the execution of the Order is stayed and the Respondent's certificate is placed on probation for a minimum period of three years subject to the following terms and conditions.

1 Respondent shall pay the sum of \$1,000.00 to the Board for investigative costs related to this case. The amount is due and payable within six months from the effective date of this Agreement. Respondent may petition the Board for additional time to pay the investigative costs.

2. The Respondent shall not initiate and shall avoid any type of contact with the client who is the subject of this Agreement during the period of her probation.

3. Respondent shall, within the first twelve (12) months of the effective date of this Agreement, at her expense, take and submit documentation of the successful completion of an advanced course on ethics for drug and alcohol counselors which must be pre-approved by the Executive Director of the Board. This requirement is above and beyond the mandatory continuing education in ethics required by NRS/NAC 641C.

A. Within 30 days from the completion of the advanced ethics course, Respondent shall submit a written report on the content of the course and how that information relates to her conduct that is the subject of this disciplinary action. The report must be a minimum of three pages, double-spaced, twelve (12) font.

4. Respondent shall meet with Board staff upon request and shall cooperate with representatives of the Board regarding the Respondent's compliance with the terms and conditions of this agreement.

5. Respondent shall submit a copy of this Agreement to her employer and immediate supervisor.

1 6. Respondent is required to notify the Board in writing within seventy-two (72)
2 hours after commencement or termination of any alcohol or drug abuse counseling
3 employment.

4 7. Respondent shall submit to the Board quarterly written self reports, whether
5 working or not, regarding her current job duties and responsibilities and her ability to practice
6 alcohol and drug abuse counseling in a safe, effective and ethical manner. These reports
7 must be presented at Board meetings with the Respondent present and shall be submitted to
8 the Executive Director of the Board at least two weeks prior to the scheduled date of the
9 Board meeting. Respondent will be informed of Board meeting dates as soon as practicable.
10 After one year from the effective date of this Agreement, Respondent may petition the Board
11 to amend this section regarding her continued presence at Board meetings.

12 8. Respondent shall cause her immediate supervisor to submit to the Board
13 quarterly written reports addressing work attendance, and the ability of the Respondent to
14 carry out assigned alcohol and drug abuse counseling functions. The supervisor must be in
15 attendance at the Board meeting with the Respondent. The Supervisory reports shall be
16 presented to the Executive Director of the Board at least two weeks prior to the date of the
17 scheduled Board meeting

18 9. Respondent's certificate shall be marked "restricted" during the probationary
9 period. Respondent shall return her unmarked certificate to the Board office upon receipt of
20 the restricted certificate.

21 10. Respondent shall only receive credit toward the service of her probation while
22 employed in the capacity for which certification is required and subject to adequate
23 supervision as approved by the Executive Director of the Board.

24 11. Respondent shall be financially responsible for all requirements of this
25 Agreement, including any financial assessments by the Board for the cost of monitoring
26 compliance with this Agreement. The Board's fee for monitoring compliance with this
27 Agreement shall not exceed \$25.00 per month. The Board may bill the Respondent quarterly
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for the monitoring fee. The fee is due and payable to the Board within two weeks after receipt of the bill.

12. Respondent shall immediately notify the Board in writing of any change of business or residential address.

13. This Agreement will become part of Respondent's permanent record, will become public information, will be published with any list of disciplinary action the Board has taken, and will be reported to any national repository which records disciplinary actions against licensees or certificate holders.

14. Respondent may not apply for termination of probation until the minimum term of years has been served and all terms and conditions have been satisfied. Respondent shall meet with the Executive Director for the evaluation of compliance with the terms and conditions of this Agreement prior to the presentation to the Board. The Respondent's probation shall continue until terminated by the Board. In the event the Respondent becomes licensed as an alcohol and drug abuse counselor during the term of the probation, the terms and conditions of this Agreement shall apply to that licensee.


15. This document embodies the entire Agreement reached between the Respondent and the Board. This Agreement may not be altered, amended or modified without the express consent of both parties.

Dated: 7/27/06

By: 
KACEY BRUNSON

Dated: 8/4/06

NEVADA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

By: 
KEITH D. MARCHER
Senior Deputy Attorney General
100 North Carson Street
Carson City NV 89701
Attorneys for the Nevada State Board
of Examiners for Alcohol, Drug and
Gambling Counselors

ORDER

The matter having been presented to the Board on the 4th day of August, 2006, and a majority of the Board members eligible to vote having voted to approve this Agreement for Probation,

IT IS SO ORDERED that this Agreement for Probation is accepted.

Dated: 8-4-06

STATE OF NEVADA BOARD OF
EXAMINERS FOR ALCOHOL, DRUG AND
GAMBLING COUNSELORS

By:


PRESIDENT

for Steve Suarez