



Steven Grierson , President
Denise Quirk, Vice President
Belinda Thompson, Secretary/Treasurer
Dr. Rena Nora, Member
Dorothy North, Member
Kevin Quint, Member
Richard Vincent, Member

**STATE OF NEVADA
BOARD OF EXAMINERS
FOR
ALCOHOL, DRUG AND GAMBLING COUNSELORS
401 DAYTON VALLEY RD., SUITE B
DAYTON, NV 89403
775-246-2260
Fax-775-246-2262
Website:alcohol.state.nv.us
e-mail:Atkinson@govmail.state.nv.us**

January 4, 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 and Drug Abuse Counselors is submitting the required quarterly disciplinary report for October 1, 2005 through December 30, 2005. The enclosed disciplinary action was taken against 4 certificates and or licenses during the quarter.

During the quarter the Board, received an additional 10 allegations. On December 30, 2005 the Board records reflect 14 active allegation files. Closed 10 additional cases, 1 of which was forwarded to the Board of Examiners for Chiropractics.

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 read "Sharon Atkinson", is written over a horizontal line.

Sharon Atkinson,
Executive Director

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

In the Matter of

TIMOTHY MCMURPHY,
Licensed Alcohol and Drug
Abuse Counselor,
License No. 761L,

Respondent.

Case No. ALCO-07-2005

FINDINGS OF FACT,
CONCLUSIONS OF LAW,
AND ORDER

IT APPEARING on the 12th day of October, 2005, a hearing was held in the above by the Nevada State Board of Examiners for Alcohol, Drug and Gambling Counselors (Board) at the Grant Sawyer Building, 555 East Washington, Las Vegas, Nevada, at 9:00 a.m., or as soon thereafter as possible, in compliance with the provisions of Chapters 233B 622 and 641C of the Nevada Revised Statutes (NRS) and Chapter 641C of the Nevada Administrative Code (NAC). The Respondent did not appear.

IT FURTHER APPEARING to the satisfaction of the Board that at least 21 working days prior to the date of the hearing Respondent had been noticed of the said hearing by mail to Respondent's last known residential address, and that it had jurisdiction over matter, the Board proceeded to make a determination.

The Board having duly considered the testimony and exhibits and having fully the law, and being fully advised herein, make the following Findings of Fact, Conclusions of Law, and Order:

FINDINGS OF FACT

On approximately March 28, 2004, Respondent signed a settlement agreement with the Nevada State Board of Marriage and Family Therapist Examiners that subjected his with that Board to disciplinary action.

II.

At the time of the foregoing disciplinary action, Respondent was licensed by the Board as an alcohol and drug abuse counselor in the State of Nevada. Respondent allowed his license to lapse in approximately November 2004.

CONCLUSION OF LAW

1. Based on the evidence presented at the hearing, Respondent was found guilty of violating NAC 641C.440, unprofessional conduct (3) disciplinary action by a Board against the counselor in a related field.

2. A violation of NAC 641C.440(3) subjects the Respondent to disciplinary action pursuant to NRS 641C.720.

ORDER

Based on the foregoing findings of fact and conclusions of law and good cause appearing therefore,

IT IS HEREBY ORDERED that, pursuant to NRS 641C.720(5)(a), the Respondent is publicly reprimanded.

IT IS FURTHER ORDERED that, should the Respondent reapply for licensure and if he is granted licensure, Respondent shall meet all of the requirements in his settlement agreement with the Nevada State Board of Marriage and Family Therapist Examiners.

IT IS FURTHER ORDERED that, should Respondent reapply for licensure, he be required to pay the cost associated with his hearing.

IT IS FURTHER ORDERED that the reprimand become part of Respondent's permanent record, be published on the Board's list of disciplinary actions, and be reported to the appropriate disciplinary data banks.

The ruling of the Board contained in these Findings of Fact, Conclusions of Law, and Order shall take effect upon service to the Respondent or when the Board receives a return from the United States Postal Service indicating the Respondent refused service or could not

1 be located. If no return is received by the Board, the Order shall become effective 30 days
2 from the date of the Order.

3 Dated this day of _____, 2005.

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

6
7 By: 
8 DOROTHY NORTH
9 PRESIDENT
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

3 IN THE MATTER OF

4 MARILYN TOWNER

5 CERTIFIED ALCOHOL AND DRUG ABUSE

6 COUNSELOR INTERN

7 NEVADA CERTIFICATE NO. 845 I

8 RESPONDENT

AGREEMENT FOR
PROBATION (Disciplinary)

CASE NO. ALCO-17-05

9
10 This Agreement is hereby entered into between MARILYN TOWNER,
11 (RESPONDENT) and the NEVADA STATE BOARD OF EXAMINERS FOR ALCOHOL,
12 DRUG AND GAMBLING COUNSELORS, (BOARD).

13 It is hereby stipulated and agreed, by and between the parties to the above-entitled matter,
14 that the following statements are true:

15 1 RESPONDENT is aware of, understands, and has been advised of the effect of
16 this Agreement, which Respondent herein has carefully read and fully acknowledges. No
17 coercion has been exerted on the Respondent. Respondent acknowledges her right to an attorney
18 at her own expense. The Respondent has had the benefit at all times of obtaining advice from
19 competent counsel of her choice.

20 2. RESPONDENT understands the nature of the allegations under investigation by
21 the Nevada State Board of Examiners for Alcohol, Drug and Gambling
22 Counselors. Respondent freely admits that she breeched confidentiality and a
23 counselor or certified intern shall serve his clients with professional skill and
24 competence.

25 Respondent acknowledges the conduct described in paragraph two (2) constitutes a violation of
26 the Nevada Board of Examiners for Alcohol, Drug and Gambling Counselors Practice Act.
27 (NRS and NAC 641C) Respondent further acknowledges that such admissions subject her to
28 disciplinary action by the Board.

3 RESPONDENT is aware of the Respondent's rights, including the right to a
hearing on any charges and allegations, the right to an attorney at her own expense, the right to

examine witnesses who would testify against her, the right to present evidence in her favor and
call witnesses on her behalf, or to testify herself, the right to contest the charges and allegations,
the right to reconsideration, appeal or any other type of formal judicial review of this matter, and
any other rights which may be accorded to her pursuant to the Nevada Administrative Procedures
Act and the provisions of Chapter 641C of the Nevada Revised Statutes and the Nevada
Administrative Code. **Respondent agrees to waive the foregoing rights upon acceptance of
this Agreement by the Board.**

4. RESPONDENT understands that the Board is free to accept or reject this
Agreement, and if rejected by the Board, a disciplinary proceeding may be commenced.

5. Should the Agreement be rejected by the Board, it is agreed that presentation to
and consideration by the Board of such proposed Agreement, shall not disqualify the Board, or
any of its members, from further participation, consideration, adjudication or resolution of these
proceedings, and that no Board member shall be disqualified or challenged for bias therefore.

6. If, after notice and hearing, Respondent is found to have violated the terms or
conditions of probation, the Board may revoke probation for Respondent and carry out the
disciplinary order of revocation set forth herein. The Board shall have continuing jurisdiction
over any petition to revoke probation filed against Respondent until such matter is final.

7. This Agreement shall only become effective when both parties have duly
executed it and unless so executed, this Agreement will not be construed as an admission.

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

9. Based upon the foregoing stipulations and recitals, it is hereby agreed that the
Board may issue the following decision and order:

DECISION AND ORDER

IT IS HEREBY ORDERED that Nevada Certified Alcohol and Drug Abuse Intern,
certificate number 8451, issued in the name of MARILYN TOWNER, be revoked, provided,

however, that the execution of the order of revocation is stayed, and the certificate is placed on probation (RESTRICTED CERTIFICATION) for a minimum of one (1) year with the following terms and conditions:

1 EDUCATION AND/OR REMEDIATION REQUIREMENTS

RESPONDENT, within the first twelve (12) months of this Agreement, shall take, and successfully complete the following course:. Advanced Ethics for Alcohol & Drug Abuse Counselors and Confidentiality (CFR42) which has been pre-approved by the Executive Director. Documentation of successful course completion must be submitted to the Board within twelve (12) months of the execution of this Agreement.

2. CERTIFICATE MARKED "RESTRICTED" AND RETURN OF UNMARKED CERTIFICATE

RESPONDENT shall have her certificate marked "Restricted" through out the probationary period. Upon receipt of the marked certificate, Respondent shall immediately return her unmarked license to the Board office.

3. ATTENDANCE AT A BOARD MEETING MANDATORY

RESPONDENT shall, during the year of this Agreement, attend a minimum of one meeting of the Nevada State Board of Examiners for Alcohol, Drug and Gambling Counselors during which a disciplinary hearing is held. This shall not include any meeting at which her own case is considered.

4. TIME EARNED OFF PROBATION

RESPONDENT shall only receive credit toward service of her probation period while employed in a capacity for which certification is required and subject to adequate supervision approved by the Board.

5. WRITTEN EMPLOYMENT SITE APPROVAL BY BOARD STAFF

The Board shall approve all employment sites (changes in specialty and/or work site or unit, including changes within the same facility or under the same employer) requiring an alcohol and drug abuse certificate prior to commencement of work. Approval is given through the Executive Director.

1 **6. WRITTEN NOTIFICATION OF TERMINATION OF EMPLOYMENT TO**
2 **BOARD**

3 RESPONDENT is required to notify the Board in writing within seventy-two (72) hours after
4 commencement or termination of any alcohol and drug abuse counseling employment. Any
5 notification regarding termination shall contain a full explanation of the circumstances
6 surrounding it.

7 **7. DIRECTION BY CERTIFIED ALCOHOL & DRUG ABUSE**
8 **SUPERVISORS**

9 RESPONDENT shall be employed in a setting in which direction is provided by two or more
10 Certified Supervisors. Direction shall mean: the intermittent observation, guidance and
11 evaluation of the alcohol and drug abuse counseling practice by a certified alcohol and drug
12 abuse supervisor who must meet with the respondent a minimum of two hours per week and
13 observe actual counseling sessions a minimum of twice per month. Progress reports will be
14 required quarterly prior to the board meetings.

15 **9. LIMITATION ON HOURS WORKED**

16 RESPONDENT shall not work more than eighty (80) hours in alcohol and drug abuse counseling
17 activities in a two (2) week period.

18 **10. SUBMISSION OF AGREEMENT TO IMMEDIATE SUPERVISOR**

19 RESPONDENT shall provide a copy of this Agreement to her employer and immediate
20 supervisor.

21 **11. INITIAL SUPERVISOR REPORTS (DUE PRIOR TO BEGINNING**
22 **EMPLOYMENT)**

23 RESPONDENT shall cause her alcohol and drug abuse supervisors (the person who is directly
24 responsible for everyday alcohol and drug abuse counseling functions) to submit a written report
25 prior to the commencement of employment. A form is provided for this report, which includes:

- 26 a. Name and address of employer and name of immediate
27 supervisor;
28 b. Duties and responsibilities to be carried out by Respondent in
 the form of a job description;

1 c. Acknowledgement from the supervisors that this Agreement
2 has been read, that the role of the supervisors are understood,
3 and that the supervisors agrees to participate in the
4 Respondent's probationary stipulations as outlined in this
5 Decision and Order.

6 A report of this content shall be submitted by each additional or subsequent employer during the
7 entire probationary period and shall be due prior to the commencement of employment.

8 12. **SUPERVISOR REPORTS (DUE QUARTERLY)**

9 RESPONDENT shall cause her alcohol and drug abuse supervisor (the person who is directly
10 responsible for everyday alcohol and drug abuse counseling functions) to submit quarterly
11 written reports to the Board addressing work attendance, reliability, ability to carry out assigned
12 alcohol and drug abuse counseling functions, ability to handle stress (change in behavior
13 patterns), and any other information the employer or supervisor feels would assist the Board in
14 its ultimate review of Respondent's case. The supervisor shall include notification of any
15 infractions of laws that come to his/her attention, and any other relevant information.

16 13. **SELF REPORTS (DUE QUARTERLY WHETHER WORKING OR NOT)**

17 RESPONDENT shall submit reports, whether working or not, on her progress, her ability to
18 handle stress, her mental and physical health, her current job duties and responsibilities, her
19 ability to practice alcohol and drug abuse counseling safely, and any changes in her plan for
20 meeting the stipulations of this Agreement.

21 14. **REPORT DUE DATES**

22 RESPONDENT shall cause all reports to be in writing and submitted directly to the Board on a
23 quarterly basis unless otherwise specified. These reports shall begin two (2) months subsequent
24 to the execution of this Agreement and are due no later than the last day of the month and then
25 every three months after that date. All reports must be received a minimum of three weeks prior
26 to the board meetings. It is the obligation of the Respondent to insure that all written reports are
27 on time. The failure to submit the reports on time may be considered a violation of this
28 Agreement. Changes in the frequency of reporting may be approved by the Executive Director
for the Board of Examiners for Alcohol, Drug and Gambling Counselors.

15. **REQUIREMENT TO MEET WITH THE BOARD OR STAFF UPON REQUEST**

RESPONDENT shall meet with the Board or its representatives upon request and shall cooperate with representatives of the Board in their supervision and investigation of Respondent's compliance with the terms and conditions of this Agreement.

16. **FINANCIAL RESPONSIBILITIES AND MONITORING FEES (DUE MONTHLY)**

RESPONDENT shall be financially responsible for all requirements of this Agreement, including any financial assessments by the Board for the cost of monitoring his/her compliance with this Agreement.

17. **WRITTEN NOTIFICATION OF CHANGE OF ADDRESS**

RESPONDENT shall notify the Board, in writing of, and prior to, any change of address.

18. **REIMBURSEMENT OF LEGAL FEES**

RESPONDENT shall reimburse the Board \$250.00 for costs related to her case. That sum is due and payable in full no later than December 30, 2005.

19. **TRAINING/EDUCATION**

RESPONDENT shall attend a minimum of twelve hours of advanced training on ethics and an additional 6 hours of training on confidentiality. This training is over and above the mandatory training in ethics and confidentiality required under NRS641C and NAC641C.

- a) Respondent shall submit to the Board a written report on the content of the ethics course and how it relates to this disciplinary action. The report must be a minimum of 3 pages, double-spaced, 12 font. Upon review by the Board, the Board may require a supplemental report if the Board is not satisfied with the content of the report.
- b) Respondent shall submit to the Board a written report on the content of the confidentiality course and how it relates to this disciplinary action. The report must be a minimum of 3 pages, double-spaced, 12 font. Upon review by the

Board, the Board may require a supplemental report if the Board is not satisfied with the content of the report.

20. **EFFECT ON ALL LICENSURE/CERTIFICATION IN THIS STATE**

This Agreement shall cover any alcohol and drug abuse counseling certification issued by the State of Nevada.

21. **REQUIRED NOTIFICATION OF OTHER STATES OF LICENSURE AND/OR CERTIFICATION**

RESPONDENT shall, upon execution of this Agreement, inform any other state board of alcohol and drug abuse in whose jurisdiction she has been issued a license/certificate (current or not), or in whose jurisdiction she has applied for a license/certificate, or will apply for a license/certificate, of this Agreement. Respondent shall provide a copy of this Decree to said Board(s) for Alcohol and Drug Abuse Counselors.

22. **TERMINATION OF PROBATION**

Upon completion of the stipulations of this Agreement, Respondent shall apply for termination of probation and issuance of unrestricted licensure/certification on forms supplied by the Board. Respondent shall meet with the Executive Director for Alcohol, Drug and Gambling Counselors for evaluation of compliance and recommendation for termination of probation. The probation shall continue until terminated by the Board. The Board will determine whether or not probation will be terminated.

23. **VIOLATIONS TO BE REPORTED TO BOARD WITHIN SEVENTY-TWO (72) HOURS**

RESPONDENT shall practice in accordance with the NRS/NAC 641C and Board established Standards of Practice. Respondent shall obey all federal, state and local laws, employer policy or contracts, and orders of the Board, pertaining to the practice of alcohol and drug abuse counselors in this state. Any and all violations shall be reported by the Respondent to the Board in writing within seventy-two (72) hours. It is the Respondent's responsibility to resolve with the Executive Director any confusion regarding what laws pertain to alcohol and drug abuse counseling.

1 24. **CONSEQUENCES OF FURTHER VIOLATIONS INCLUDING**
2 **VIOLATIONS OF THIS AGREEMENT; AGREEMENT TO SURRENDER**
3 **LICENSE AND/OR CERTIFICATE**

4 RESPONDENT acknowledges that if she should violate one or more of the terms of restricted
5 certification, the Board may revoke, or invoke other appropriate discipline against her certificate
6 to practice alcohol and drug abuse counseling, subject only to the requirement that the Board
7 shall, prior to such disciplinary action, conduct a hearing in accordance with NRS641C
8 NAC641C for the limited purpose of establishing that there has, in fact, been a violation of the
9 stipulations of this Agreement. In the event that a violation of the stipulations is alleged,
10 Respondent agrees to surrender her certificate to the Executive Director if requested, and refrain
11 from practicing alcohol and drug counseling until entry of a final order of the Board or a court of
12 competent jurisdiction, whichever last occurs, regarding a potential violation. Respondent agrees
13 to waive her right to appeal the substantive legal basis of the disciplinary action. In the event an
14 alleged violation of probationary certification is taken to hearing and the facts which constitute
15 the violation are determined to be unproven, no disciplinary action shall be taken by the Board
16 and the probationary certification previously ordered by the Board shall again be operative and in
17 full force and effect.

18 25. **CONSEQUENCES OF OTHER MISCONDUCT**

19 In the event other misconduct is reported to the Board, this Agreement may be used as evidence
20 against the Respondent to establish a pattern of behavior and for the purpose of proving
21 additional acts of misconduct.

22 26. **REPORTING TO NATIONAL DISCIPLINARY DATA BANKS**

23 This agreement will become part of the Respondent's permanent record, will become public
24 information, will be published with the list of disciplinary actions the Board has taken, and may
25 be reported to any national repository which records disciplinary action taken against licensees
26 or holders of certificates; or any agency or another state which regulates the practice of alcohol
27 and drug abuse counseling. The Agreement may be used in any subsequent hearings by the
28 Board.

1 WAIVER OF RIGHT TO APPEAL

2 RESPONDENT agrees to waive her right to appeal the substantive legal basis of the disciplinary
3 action.

4 NEVADA STATE BOARD OF EXAMINERS FOR ALCOHOL, DRUG AND
5 GAMBLING COUNSELORS retains jurisdiction in this case until all conditions have been met
6 to the satisfaction of the Board.

7
8 NEVADA STATE BOARD OF EXAMINERS FOR ALCOHOL, DRUG AND GAMBLING
9 COUNSELORS

10 Marilynn Towner Dorothy B. North
11 RESPONDENT Dorothy B. North, LADC
12 Board President

13 7/18/05 10-12-05
14 Date Date

15 Sharon Atkinson
16 Sharon Atkinson
17 Executive Director

18 10-25-05
19 Date

20 STATE OF Nevada
21 COUNTY OF Clark

22 This instrument was acknowledged before me on July 18, 2005
23 by MARILYNN TOWNER (RESPONDENT).

24 Miriam Weremichik
25 Notary Public



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

3 IN THE MATTER OF

4 ANDREW ROMENA

5 CERTIFIED ALCOHOL AND DRUG ABUSE

6 COUNSELOR

7 NEVADA CERTIFICATE NO. 561L

8 RESPONDENT

AGREEMENT FOR REPRIMAND

CASE NO. ALCO 13-05

9
10 This Agreement is here by entered into between ANDREW ROMENA,
11 (RESPONDENT) and the NEVADA STATE BOARD OF EXAMINERS FOR ALCOHOL,
12 DRUG AND GAMBLING COUNSELORS, (BOARD).

13 It is here by stipulated and agreed, by and between the parties to the above-entitled
14 matter, that the following statements are true:

15 1. RESPONDENT is aware of, understands, and has been advised of the effect of
16 this Agreement, which Respondent here in has carefully read and fully acknowledges. No
17 coercion has been exerted on the Respondent. Respondent acknowledges his right to an attorney
18 at his own expense. The Respondent has had the benefit at all times of obtaining advice from
19 competent counsel of his choice.

20 2. RESPONDENT understands the nature of the allegations under investigation by
21 the Nevada State Board OF EXAMINERS FOR ALCOHOL, DRUG AND GAMBLING
22 COUNSELORS. Respondent freely admits that he gave money to a client, which is a violation
23 of NAC 641C.410 (12)

24 Respondent acknowledges the conduct described in paragraph two (2) constitutes a violation of
25 the Standards of Practice (NRS and NAC 641C) Respondent further acknowledges that such
26 admissions subject his to disciplinary action by the Board.

27 3. RESPONDENT is aware of the Respondent's rights, including the right to a
28 hearing on any charges and allegations, the right to an attorney at his own expense, the right to

1 examine witnesses who would testify against his, the right to present evidence in his favor and
2 call witnesses on his behalf, or to testify himself, the right to contest the charges and allegations,
3 the right to reconsideration, appeal or any other type of formal judicial review of this matter, and
4 any other rights which may be accorded to his pursuant to the Nevada Administrative Procedures
5 Act and the provisions of Chapter 641 of the Nevada Revised Statutes and the Nevada
6 Administrative Code. Respondent agrees to waive the foregoing rights upon acceptance of this
7 Agreement by the Board.

8 4. RESPONDENT understands that the Board is free to accept or reject this
9 Agreement, and if rejected by the Board, a disciplinary proceeding may be commenced.

10 5. Should the Agreement be rejected by the Board, it is agreed that presentation to
11 and consideration by the Board of such proposed Agreement, shall not disqualify the Board, or
12 any of its members, from further participation, consideration, adjudication or resolution of these
13 matters, and that no Board member shall be disqualified or challenged for bias therefore.

14 6. This Agreement shall only become effective when both parties have duly
15 executed it and unless so executed, this Agreement will not be construed as an admission.

16 7. This Agreement shall not be construed as excluding or reducing any criminal or
17 civil penalties or sanction or other remedies that may be applicable under federal, state or local
18 laws.

19 8. Based upon the foregoing stipulations and recitals, it is hereby agreed that the
20 Board may issue the following decision and order:

21 **DECISION AND ORDER**

22 Based on the foregoing, and good cause appearing therefore, it is hereby ordered that:

- 23 1. Pursuant to NRS 641C.720 (5) (a), the RESPONDENT is publicly reprimanded.
- 24 2. As a condition of licensure/certification, Respondent shall take and successfully
25 complete an ADVANCED ETHICS course(s) for a minimum of thirty (30) contact hours in a
26 program of continuing education which has been pre-approved by the Executive Director.
27 Respondent shall submit documentation of successful completion to the Board within six (6)
28 months of acceptance of this Agreement. Within sixty (60) days of completion of the Ethics



1 course Respondent shall write a paper on the content of the course and how it relates to this
2 disciplinary action. The report must be a minimum of 3 pages, double-spaced, 12 font. Upon
3 review by the Board, the Board may require a supplemental report if the Board is not satisfied
4 with the content of the report.

5 3. Respondent will reimburse the board \$750.00 for investigative and administrative
6 expenses. The fore going amount is due and payable within 12 months from the date of
7 acceptance of this agreement.

8 This Agreement will become part of the Respondent's permanent record, will become
9 public information, will be published with the list of disciplinary actions the Board has taken,
10 and may be reported to any national repository which records disciplinary action taken against
11 licensees or holders of certificates; or any agency or another state which regulates the practice
12 OF EXAMINERS FOR ALCOHOL, DRUG AND GAMBLING COUNSELORS. The
13 agreement may be used in any subsequent hearings by the Board.

14 In the event other misconduct is reported to the Board, this Agreement may be used as evidence
15 against the Respondent to establish a pattern of behavior and for the purpose of proving
16 additional acts of misconduct.

17
18 NEVADA STATE BOARD OF
19 EXAMINERS FOR ALCOHOL, DRUG AND GAMBLING COUNSELORS
20

21 
22 RESPONDENT 
23 Dorothy B. North, LADC
Board President

24 Aug 29, 2005 10-12-05
25 Date Date

26
27 
28 Sharon Atkinson,

Executive Director

Date

8/31/05

STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on _____

by _____ (RESPONDENT).

Notary Public

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

IN THE MATTER OF

CERTIFIED ALCOHOL AND DRUG ABUSE
COUNSELOR INTERN LORRAINE ZENKA
NEVADA CERTIFICATE NO. 805I
RESPONDENT

AGREEMENT FOR REVOCATION

CASE NO. ALCO-08-05

This Agreement is hereby entered into between LORRAINE ZENKA, (RESPONDENT) and the NEVADA STATE 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:

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

RESPONDENT understands the nature of the allegations under investigation by the Nevada State Board of Examiners for Alcohol, Drug and Gambling Counselors. Respondent freely admits that ^{she} ~~they~~ violated NAC641C.405 (16 b) failure to notify the Board - Shall notify the board in writing within 10 days after:

(b) A criminal charge is filed against the counselor or certified intern

2. Respondent acknowledges the conduct described in paragraph two (2) constitutes a violation of the Nevada Board of Examiners for Alcohol, Drug and Gambling Counselors Standards of Practice Act. (NRS and NAC 641C) Respondent further

acknowledges that such admissions subject him/her to disciplinary action by the Board.

3. RESPONDENT is aware of the Respondent's rights, including the right to a hearing on any charges and allegations, the right to an attorney at her own expense, the right to examine witnesses who would testify against her, the right to present evidence in her favor and call witnesses on her behalf, or to testify herself, the right to contest the charges and allegations, the right to reconsideration, appeal or any other type of formal judicial review of this matter, and any other rights which may be accorded to him/her pursuant to the Nevada Administrative Procedures Act and the provisions of Chapter 641C of the Nevada Revised Statutes and the Nevada Administrative Code. Respondent agrees to waive the foregoing rights upon acceptance of this Agreement by the Board.

4. RESPONDENT understands that the Board is free to accept or reject this Agreement, and if rejected by the Board, a disciplinary proceeding may be commenced.

5. Should the Agreement be rejected by the Board, it is agreed that presentation to and consideration by the Board of such proposed Agreement, shall not disqualify the Board, or any of its members, from further participation, consideration, adjudication or resolution of these proceedings, and that no Board member shall be disqualified or challenged for bias therefore.

6. This Agreement shall only become effective when both parties have duly executed it and unless so executed, this Agreement will not be construed as an admission.

7. This Agreement shall not be construed as excluding or reducing any criminal or civil penalties or sanction or other remedies that may be applicable under federal, state or local laws.

8. Based upon the foregoing stipulations and recitals, it is hereby agreed that the Board may issue the following decision and order:

DECISION AND ORDER

Based on the foregoing, and good cause appearing therefore, it is hereby ordered that: The certificate to practice in Nevada as a certified alcohol and drug abuse counselor intern, certificate no. 805I, issued in the name of Lorraine Zenka, is revoked.

1. RESPONDENT is hereby ordered to immediately surrender her certificate.

2. In accordance with NRS 641C.330, Respondent may not be issued a license or Certificate to practice alcohol and drug abuse counseling in Nevada for a minimum of twelve months from the date this Agreement is executed by the Board.

3. RESPONDENT acknowledges that reinstatement of her license/certificate is at the sole discretion of the Board.


4. RESPONDENT agrees to reimburse the Board the sum of Five hundred dollars (\$500. 00) for costs related to the investigation of her case.

This Agreement will become part of the Respondent's permanent record, will become public information, will be published with the list of disciplinary actions the Board has taken, and may be reported to any national repository which records disciplinary action taken against licensees or holders of certificates; or any agency or another state which regulates the practice of nursing. The Agreement may be used in any subsequent hearings by the Board. In the event other misconduct is reported to the Board, this Agreement may be used as evidence against the Respondent to establish a pattern of behavior and for the purpose of proving additional acts of misconduct.


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


RESPONDENT

09-30-05
Date


Dorothy B. North, Board President

10-12-05
Date


Sharon Atkinson, Executive Director

10-25-05
Date

1 STATE OF _____)

2)
3 COUNTY OF _____)

4 This instrument was acknowledged before me on _____

5 by _____ (RESPONDENT).
6
7
8

9 _____
Notary Public
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28