



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: www.alcohol.state.nv.us
E-mail: Atkinson@govmail.state.nv.us**

July 5, 2006

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

Dear Malkiewich,

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

During the quarter the Board, received an additional 3 allegations. On June 30, 2006 the Board records reflect 5 active allegation files. Reached settlement agreements on three active cases and closed 6 additional 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 read "Sharon Atkinson".

Sharon Atkinson, Executive Director

Attorney General's Office
100 N. Carson Street
City, Nevada 89701-4717

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

3 In the matter of) AGREEMENT FOR PROBATION

4 LINDA WISHART,

5)
6 Respondent.
7 _____

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

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

17 2. Respondent acknowledges the nature of the allegations made against her
18 practice and investigated by the Board. Respondent admits that she had an inappropriate
19 personal relationship with a client who is an inmate (#22007) at the Nevada State Prison.
20 The relationship began subsequent to the termination of the counseling provided to the
21 inmate and no relationship exists at this time. The foregoing conduct is a violation of NRS
22 641C.700 and/or NAC 641C.410(12)(a), and is grounds for disciplinary action against the
23 Respondent's certificate.

24 3. Respondent is aware of her rights, including the right to a hearing on any
25 charges or allegations, the right to an attorney at her expense, the right to examine witnesses
26 that would testify against her, the right to present evidence on her behalf, including the right to
27 testify herself, the right to reconsideration, appeal, or any other form of judicial review of this
28 matter, and any other rights afforded her pursuant to NRS 641C and/or NRS 233B and/or

2 NRS 622A Respondent agrees to waive all of the foregoing rights upon acceptance of this
3 Agreement by the Board.

4 4. Respondent understands that the Board is free to accept or reject this
5 Agreement, and if rejected, a disciplinary hearing may be commenced subsequent to the filing
6 of an administrative complaint and notice of hearing and legal service to the Respondent.

7 5. Should the Agreement be rejected by the Board, it is agreed that presentation to
8 and consideration by the Board of the Agreement shall not disqualify the Board or any of its
9 members from further participation, consideration, adjudication or resolution of the
10 Respondent's case, and that no Board member shall be challenged or disqualified from any
11 further proceedings for bias. If this Agreement is approved by the Board, it shall be deemed
12 admissible in any subsequent proceeding.

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

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

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

26 9. Based on the foregoing stipulations and recitals, it is hereby agreed that the
27 Board may issue the following decision and order.
28

1 **DECISION AND ORDER (TERMS AND CONDITIONS OF PROBATION)**

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

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

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

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

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

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

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

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

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

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

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

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

11. Respondent shall be financially responsible for all requirements of this Agreement, including any financial assessments by the Board for the cost of monitoring compliance with this Agreement. The Board's fee for monitoring compliance with this Agreement shall not exceed \$25.00 per month. The Board may bill the Respondent quarterly

1 for the monitoring fee. The fee is due and payable to the Board within two weeks after receipt
2 of the bill

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

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

9 14 Respondent may not apply for termination of probation until the minimum term
10 of years has been served and all terms and conditions have been satisfied. Respondent shall
11 meet with the Executive Director for the evaluation of compliance with the terms and
12 conditions of this Agreement prior to the presentation to the Board. The Respondent's
13 probation shall continue until terminated by the Board In the event the Respondent becomes
14 licensed as an alcohol and drug abuse counselor during the term of the probation, the terms
15 and conditions of this Agreement shall apply to that licensee

16 15 This document embodies the entire Agreement reached between the
17 Respondent and the Board This Agreement may not be altered, amended or modified
18 without the express consent of both parties.

19 Dated: 6/7/06

By: 
LINDA WISHART

21 Dated 6/7/06

22 By: 
SCOTT FREEMAN
556 California Avenue
Reno NV 89509
Attorney for Linda Wishart

Dated: 6/12/06

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 30TH day of JUNE
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: JUNE 30, 2006

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

By:  FOR
PRESIDENT

Attorney General's Office
100 N. Carson Street
Carson City, Nevada 89701-4717

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

IN THE MATTER OF
MICHAEL WILLIAMS
CERTIFIED ALCOHOL AND DRUG ABUSE
COUNSELOR INTERN
NEVADA CERTIFICATE NO. 205 I
RESPONDENT

AGREEMENT FOR
PROBATION (Disciplinary)

CASE NO. ALCO-FY2006 - 15

This agreement is hereby entered into between MICHAEL WILLIAMS,
(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 right to an attorney at
his own expense. The Respondent has had the benefit at all times of obtaining advice from
competent counsel of his choice.

2. 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 he breached the educational
requirements as required under NAC641C.290.3 &4.

Respondent acknowledges the conduct described in paragraph two (2) constitutes a violation of
the Nevada Board of Examiners for Alcohol, Drug and Gambling Counselors Practice Act.
(NRS and NAC 641C) Respondent further acknowledges that such admissions subject him 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 his own expense, the right to

1 examine witnesses who would testify against him, 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 the matter, and
4 any other rights which may be accorded to him pursuant to the Nevada Administrative
5 Procedures Act and the provisions of Chapter 641C of the Nevada Revised Statutes and the
6 Nevada Administrative Code. Respondent agrees to waive the foregoing rights upon
7 acceptance of this 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 proceedings, and that no Board member shall be disqualified or challenged for bias therefore.

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

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

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

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

25
26 **DECISION AND ORDER**

27 **IT IS HEREBY ORDERED** that Nevada Certified Alcohol and Drug Abuse Intern,
28 certificate number 205I, issued in the name of MICHAEL WILLIAMS, be revoked, provided,

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

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 which has been pre-approved by the Executive Director. Documentation of successful completion must be submitted to the Board within twelve (12) months of the execution of this Agreement.

CERTIFICATE MARKED "RESTRICTED" AND RETURN OF UNMARKED CERTIFICATE

RESPONDENT shall have his certificate marked "Restricted" throughout the probationary period. Upon receipt of the marked certificate, Respondent shall immediately return his unmarked certificate to the Board office.

ATTENDANCE AT A BOARD MEETING MANDATORY

RESPONDENT shall, during the year of this Agreement, attend a minimum of _____ meeting of the Nevada State Board of Examiners for Alcohol, Drug and Gambling Counselors. This shall include any meeting at which his name is considered.

TIME EARNED OFF PROBATION

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

WRITTEN EMPLOYMENT SITE APPROVAL BY BOARD STAFF

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

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 that led to
6 the termination.

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 his employer and immediate
20 supervisor.

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

23 RESPONDENT shall cause his 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 his 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 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 his progress, his ability to
18 handle stress, his mental and physical health, his current job duties and responsibilities, his
19 ability to practice alcohol and drug abuse counseling safely, and any changes in his 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 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 \$325.00 for costs related to his case. That sum is due and payable in full no later than June 30, 2006.

19. **TRAINING/EDUCATION**

RESPONDENT shall attend a minimum of twelve hours of advanced training on ethics. This training is over and above the mandatory training in ethics required under NRS641C and NAC641C. RESPONDENT is required to take a 6 semester units of applicable course work during the next reporting period.

a. Respondent shall submit to the Board a written report on the content of the ethics course and how it relates to 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 will be required to provide board staff with an official copy of transcript from the registrar's office at the end of the next reporting period.

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

1 RESPONDENT shall lose all hours accrued from the last reporting period, July , 2005 until
2 December 31, 2005.

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

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

10 22. **TERMINATION OF PROBATION**

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

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

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

26 24. **CONSEQUENCES OF FURTHER VIOLATIONS INCLUDING**
27 **VIOLATIONS OF THIS AGREEMENT; AGREEMENT TO SURRENDER**
28 **LICENSE AND/OR CERTIFICATE**

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

5 25. **CONSEQUENCES OF OTHIS MISCONDUCT**

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

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

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

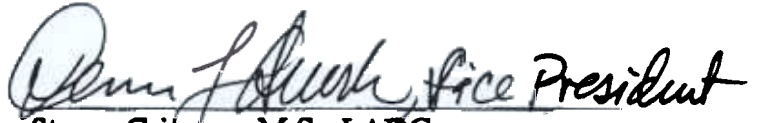
26 **WAIVER OF RIGHT TO APPEAL**

27 RESPONDENT agrees to waive his right to appeal the substantive legal basis of the disciplinary
28 action.

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

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

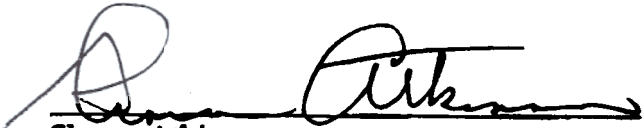
7 
8 _____
9 RESPONDENT


Steven Grierson, M.S., LADC
Board President for Steve Grierson

10 MAR 17 2006

4/27/06
Date

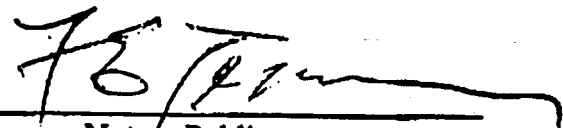
11 Date

12 
13 _____
14 Sharon Atkinson
15 Executive Director

4-27-06
Date

16
17
18 STATE OF NEVADA
19 COUNTY OF CLARK

20 This instrument was acknowledged before me on MAR 17 2006
21 by MICHAEL WILLIAMS (RESPONDENT).

22
23 
24 _____
25 Notary Public
26 MAR 17 2006
27 5-18-11
28



BOARD OF EXAMINERS OF
GAMBLING COUNSELORS

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

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IN THE MATTER OF
JAMES ADAMS III
LICENSED PROFESSIONAL ALCOHOL
AND DRUG ABUSE COUNSELOR
NEVADA LICENSE NO. 676L AND
CERTIFIED ALCOHOL AND DRUG ABUSE
COUNSELOR SUPERVISOR 203 S
RESPONDENT

AGREEMENT FOR REPRIMAND
AND REVOCATION OF SUPERVISOR
CERTIFICATE
CASE NO. ALCO-012-05

This Agreement is hereby entered into between JAMES ADAMS III, (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 his right to an attorney
at his own expense. The Respondent has had the benefit at all times of obtaining advice from
competent counsel of his choice.

2. RESPONDENT understands the nature of the allegations under investigation by
the Nevada State Board of Alcohol, Drug and Gambling Counselors. Respondent allowed an
uncertified/unlicensed individual to perform assessments & make court recommendations.
Respondent acknowledges the conduct described in paragraph two (2) constitutes a violation of
the NRS and/or NAC 641C. Respondent further acknowledges that such admissions subject him
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 his own expense, the right to examine witnesses who would testify against him, the right to present evidence in his favor and call witnesses on his behalf, or to testify himself, 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 pursuant to the Nevada Administrative Procedures Act (NRS 233B) 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.

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:

1. **RESPONDENT** be publicly reprimanded.

2. As a condition of licensure/certification, Respondent shall take and successfully complete Advanced Ethics courses for a minimum of twelve (12) contact hours in programs of continuing education which has been pre-approved by the Executive Director of the Board, this

1 does not include the mandatory three (3) hours as required by NAC 641C. 300 (1) (a).
2 Respondent shall submit documentation of successful completion to the Board within six (6)
3 months of acceptance of this Agreement. Within sixty (60) days of completion of the Ethics
4 course(s) Respondent shall write a paper on the content of the course and how it relates to this
5 disciplinary action. The report must be a minimum of 3 pages, double-spaced, 12 font. Upon
6 review by the Board, the Board may require a supplemental report if the Board is not satisfied
7 with the content of the report.

8
9 3. Respondent will reimburse the board \$1000.00 for administrative expenses. The
10 foregoing amount is due and payable within 6 months from the date of acceptance of this
11 agreement

12 4. Respondents certificate as an alcohol and drug abuse counselor intern supervisor
13 is hereby revoked. Respondent may not ^{be} for certification as an intern supervisor for a minimum
14 of one-year.

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

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

24 NEVADA STATE BOARD OF
25 EXAMINERS FOR ALCOHOL, DRUG
26 AND GAMBLING COUNSELORS
27
28

1 JIM ADAMS, III RESPONDENT

Steve Grierson, LADC
Board President

2
3 James W Adams

4 Date 12/23/05

5 Notary date 1/13/06

Date

6 Sharon Atkinson

7 Sharon Atkinson
Executive Director

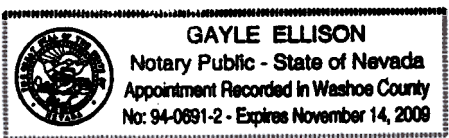
8
9 1-26-06
10 Date

11
12
13 STATE OF NEVADA)

14)
15 COUNTY OF WASHOE)

16 This instrument was acknowledged before me on JANUARY 13, 2006
17 by JAMES W ADAMS (RESPONDENT).
18

19
20 Gayle Ellison
21 Notary Public



1 JIM ADAMS, III RESPONDENT

Steve Grierson, LADC
Board President

2
3 James W Adams, III
4 Date 12/23/05
5 Notary date 1/13/06

Denise Smith, Vice President
Date for Steve Grierson

6
7 Sharon Atkinson
Executive Director

8
9 4/27/06
Date

10
11
12
13 STATE OF NEVADA)
14)
15 COUNTY OF WASHOE)

16 This instrument was acknowledged before me on JANUARY 13, 2006
17 by JAMES W ADAMS (RESPONDENT).
18

19
20 Gayle Ellison
21 Notary Public

