

**COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF LICENSURE
OF MARRIAGE AND FAMILY THERAPISTS**

IN RE: JEFFREY TWYMAN, License Number 0554

JEFFREY TWYMAN
1511 STORY AVENUE
LOUISVILLE, KY 40206

SETTLEMENT AGREEMENT

Parties

WHEREAS, the parties to the Settlement Agreement herein are the Kentucky Board of Licensure of Marriage and Family Therapists, hereinafter referred to as the “Board,” and Jeffrey Twyman, LMFT, hereinafter referred to as the “Respondent.”

Jurisdiction

WHEREAS, the Board has jurisdiction over this matter pursuant to KRS Chapter 335 and the related administrative regulations.

History

On or about June 8, 2010, Mr. Doug Wolford filed a complaint with the Board concerning the actions of Jeffrey Twyman, LMFT. He alleged that while Respondent was providing couples therapy to Mr. Wolford and his wife, Respondent also conducted individual sessions with Mrs. Wolford, despite Mr. Wolford’s expressed desire at the onset of therapy to only have couples sessions.

On or about July 6, 2010, the Board mailed the complaint to Respondent via certified mail, return receipt requested to 173 Sears Avenue, Lexington, KY 40207, the address on file with the Board. The letter directed Twyman to submit a written response to the complaint

pursuant to 201 KAR 32:070 §2. The Board did not receive the green return receipt card back, nor a response from Respondent. On or about January 18, 2011, the Board staff had a telephone conversation with Respondent and confirmed his address as the 173 Sears Avenue, where the original letter was sent. On or about January 21, 2011, the Board re-sent the complaint to Respondent at 173 Sears Avenue, the address he verbally provided to the Board staff. On or about February 16, 2011, the United States Postal Service returned the letter to the Board, noting the letter was "Unclaimed." The Postal Service records indicate a notice was left for Respondent on January 22, 2011 but never picked up by Respondent and ultimately returned to the Board.

WHEREAS, the parties mutually desire to settle the issues in an expeditious manner, without the need for a formal hearing;

WHEREAS, Respondent acknowledges he is subject to 201 KAR 32:050, Section 3 (6), Code of Ethics which states:

"Section 3. Professional Competence and Integrity. A marriage and family therapist or marriage and family therapist associate shall maintain standards of professional competence and integrity and shall be subject to disciplinary action: ...

(6) If he has failed to cooperate with the board by not:

(a) furnishing in writing a complete explanation to a complaint filed with the board; ..."

WHEREAS, Respondent, Jeffrey Twyman, LMFT, admits his conduct constitutes a violation of the Code of Ethics, 201 KAR 32:050 Section 3(6), the Respondent is **admonished** on Count 3 of the Complaint and Counts 1 & 2 are hereby **dismissed**.

Voluntary Waiver of Rights

Respondent has carefully reviewed the Agreed Order herein and enters into this Agreed Order knowingly, willingly and voluntarily and after having reviewed the due process rights afforded to him under KRS Chapter 335 and the accompanying regulations and no coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this Agreed Order.

The Respondent is fully aware of his rights in an administrative proceeding. These rights include: representation by an attorney at the Respondent's own expense, the right to confront and cross-examine witnesses called to testify against the Respondent, the right to present evidence on the Respondent's own behalf, the right to testify on his own behalf, the right to receive written findings of fact and conclusions of law supporting the decision on the merits of the accusation and the right to obtain judicial review of the Board's decision. All of these rights are being voluntarily waived by the Respondent in exchange for the Board's acceptance of this Agreed Order.

Publication of Settlement Agreement

The Respondent acknowledges that, once adopted by the Board, this Agreed Order may be considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act, and may be reportable under federal law.

Complete Agreement

This Settlement Agreement consists of four (4) pages and embodies the entire agreement between the Kentucky Board of Licensure of Marriage and Family Therapists and Jeffrey Twyman, LMFT. It may not be altered, amended or modified without the express written consent of both parties.

Have Seen, Understood and Approved:



JEFFREY TWYMAN, LMFT
License No. 0554
Respondent

9-1-11

Date



ANGELA EVANS
KLMFT Board Counsel

9-6-11

Date



TONY WATKINS, LMFT
KLMFT Chair

9/22/11

Date

Certificate of Service

I hereby certify that a true and correct copy of the foregoing Settlement Agreement was mailed via U.S. mail, postage pre-paid to the following this _____ day of _____, 2011:

JEFFREY TWYMAN, LMFT
1511 STORY AVENUE
LOUISVILLE, KY 40206
Respondent

Angela Evans, KBMFT Board Counsel