

COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF LICENSURE OF MARRIAGE AND FAMILY THERAPISTS
AGENCY CASE NO. 2014-005
ADMINISTRATIVE ACTION NO.16-KBMFT-

IN RE: DERRICK MASON
MFT #0773

SETTLEMENT AGREEMENT

The Kentucky Board of Licensure of Marriage and Family Therapists (hereinafter referenced as the "Board"), and Derrick Mason (hereinafter referenced as "Mason") being fully informed and advised, recites as follows:

- (1) **Mason** is a Licensed Marriage and Family Therapist, having been issued Marriage and Family Therapist No. 0773.
- (2) Pursuant to Kentucky Revised Statutes ("KRS") Chapter 335, the Board is authorized to administer and enforce the provisions of KRS 335 and 201 KAR 32, et al.
- (3) On June 23, 2014, the Board received a Complaint No. 2014-005, which involved allegations that Mason violated KRS 335 and 201 KAR 32.
- (4) In order to resolve these matters, the Board agrees to dismiss the above referenced case conditioned upon Mason agreeing to the resolution set forth in paragraph 5 of this Settlement Agreement.
- (5) Following a review by the Board of the facts and circumstances associated with the case against **Mason**, IT IS HEREBY AGREED:
 - (a) Within six months of the full Board's approval of the agreement, Mason shall provide the Board's staff with proof of successful completion of 4 additional hours of Code of Ethics CEUs approved by the Board, which will be in addition to the CEUs required for continued licensure. The Board discussed the AAMFT classes that the Board would approve, most of which are on-line courses that have a nominal sign-up fee: Ethical Issues for MFT Practice, 3hrs, \$65; Overview of Law and Ethics, 1hr, \$25; Emerging Issues in MFT Practice, 1.5 hrs, \$35; Managing Information in the Practice, 1.5 hrs, \$35; and Responsibilities to Clients and Supervisees, 1.5 hrs, \$35.

(b) Mason's supervision of licensees shall be prohibited for a 2- year period, beginning from the date of Board approval.

(c) Mason shall pay \$500 toward all investigation costs and fees.

(d) Mason shall receive Board Approved Clinical Supervision, at his own expense, of two (2) hours a month with quarterly reports to be provided by the Supervisor to the Complaints Committee for one (1) year.

(6) By entering into this Settlement Agreement, **Mason** acknowledges that he was made fully and completely aware of the due process rights afforded to him under KRS Chapter 13B and 335, that he fully understands those rights, that he knowingly and voluntarily agrees to waive those rights, and that he knowingly and voluntarily enters into this Settlement Agreement.

(7) The Settlement Agreement, when executed, shall be presented to the Board with a recommendation for approval from the Board's counsel and the Board's Complaints Committee at the next regularly scheduled meeting of the Board following receipt of the executed Settlement Agreement. **Mason** understands the Board is free to accept or reject this Settlement Agreement, and if rejected by the Board, a formal disciplinary hearing may be scheduled by the Board with proper Notice. **Mason** agrees to waive any right he might have to challenge the impartiality of the Board to hear the case if, after review by the Board, this Settlement Agreement is rejected.

(8) If the Settlement Agreement is not accepted by the Board, it shall be regarded as null and void. Any admissions made by **Mason** shall not be regarded as evidence against him at any subsequent disciplinary hearing. **Mason** will be free to defend himself and no inferences against him will be made from his willingness to enter into this Settlement Agreement. The Settlement Agreement shall not become effective until it has been approved by a majority of the Board and endorsed by a representative member of the Board.

(9) This Settlement Agreement is subject to disclosure under the Kentucky Open Records Act.

(10) **Mason** 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 KRS 335.348(f) for which the Board may impose additional discipline available under law after notice and opportunity to be heard.

[Signature] 1.17.17
Derrick Mason (MFT#0773) Date

[Signature] 1-20-17
R. Allen Button Date

Counsel for Derrick Mason

[Signature] 1/26/17
Hon. Nicole Biddle Date

Counsel for Board

So ORDERED on the 26th day of January, 2017.

[Signature] LMK
MARY BADAMI, CHAIR
KENTUCKY BOARD OF LICENSURE OF
MARRIAGE AND FAMILY THERAPISTS

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing SETTLEMENT AGREEMENT were mailed by regular mail on this 27th day of January, 2016, to:

Sandy Deaton
Board Administrator
Kentucky Board of Licensure of Marriage and Family Therapists
911 Leawood Drive
Frankfort, KY 40601

Allen Button, Esq.
Turner, Keal & Dallas PLLC

10624 Meeting Street #101
Prospect, KY 40059

Nicole S. Biddle
Board Counsel
Office of the Attorney General
700 Capitol Avenue
Frankfort, KY 40601



SANDY DEATON
BOARD ADMINISTRATOR