

Mariam Brown

Settlement Agreement and Order

Commonwealth of Kentucky
Kentucky Board of Speech-Language Pathology and Audiology
Post Office Box 1360
Frankfort, Kentucky 40602-1360

Agency Case No. 12-006
Administrative Action No. 13-KBSL-0058

Commonwealth of Kentucky,
Board of Speech Language Pathology and Audiology

Complainant

Settlement Agreement

Marian Brown
(License No. 0089)

Respondent

* * * * *

Whereas, the Kentucky Board of Speech Language Pathology and Audiology (“Board”) having been notified that Marian Brown, (“Respondent”) has acted in violation of KRS Chapter 334A, and the Board having filed a Notice of Administrative Hearing and Order, and;

Whereas, the parties mutually desire to settle the issues in an expeditious manner, without the need for a formal hearing on any Notice of Administrative Hearing and Order;

It is hereby stipulated and agreed between the undersigned parties this matter shall be settled and resolved upon the following terms:

Findings

The Respondent fully admits the following violations:

- 1) Violation of KRS 334A.030(2) and thereby KRS 334A.180(1)(c) and (f) by practicing speech language pathology without a license from January 31, 2012 to February 12, 2013. The Respondent asserts that this violation was inadvertent and unknowing. The Board has no information that would dispute this assertion that the violation was inadvertent and unknowing.

Voluntary Waiver of Rights

The Respondent has had the opportunity at all times to seek the advice from competent counsel of choice. No coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this Settlement Agreement. The Respondent has freely and voluntarily entered into this Settlement Agreement, motivated only by a desire to resolve the issues addressed herein. The Respondent has executed this Settlement Agreement only after a careful reading of it and a full understanding of all of its terms. The Respondent waives the right to challenge any agreed-upon term or condition of this Settlement Agreement notwithstanding any other statutory provision of KRS Chapter 334A, and the Respondent expressly agrees those agreed-upon terms and conditions contained therein are exclusively a matter of private right.

The Respondent is fully aware of the rights to contest charges in a formal hearing. These rights include: representation by an attorney at the Respondent's own expense, the right to a public hearing on any charges contained in the Notice of Administrative Hearing and Order, the right to confront and cross-examine witnesses called to testify against the Respondent, the right to present evidence on the Respondent's behalf, the right to compulsory process to secure the attendance of such witnesses, the right to testify on the Respondent's own behalf, the right to receive written findings of fact and conclusions of law supporting the decision on the merits of the Formal Complaint, the right to obtain judicial review of the Board's decision, and the right to appeal any final order of the Board to the Franklin Circuit Court as otherwise allowed by KRS 334A.080(2). All of these rights are being voluntarily waived by the Respondent in exchange for the Board's acceptance of this Settlement Agreement.

Jurisdiction

The Respondent acknowledges the Board has jurisdiction over the Respondent and the conduct which has precipitated this Settlement Agreement. The Respondent also acknowledges the Board has the legal power to take disciplinary action up to and including permanent revocation of the Respondent's license to practice in the Commonwealth of Kentucky.

The Respondent acknowledges the Board will retain jurisdiction over this matter until all terms and conditions set forth in this Settlement Agreement have been met to the satisfaction of the Board.

Publication of Settlement Agreement

The Respondent acknowledges, once adopted by the Board, this Settlement Agreement is considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act. The Respondent further acknowledges that this Settlement Agreement constitutes a disciplinary action.

Effect Upon Licensure Status Admission and Fine

The parties agree to the following as the agreed-upon disciplinary action:

- 1) The Respondent shall pay to the Board the amount of \$300.00 as a fine, which amount shall be paid by certified/cashier's check or money order with the submission of this executed Settlement Agreement, made payable to "Kentucky State Treasurer," and with the Respondent's name and license number written on the payment; and
- 2) The Respondent acknowledges and fully admits violation of KRS 334A.030(2) and thereby KRS 334A.180(1)(c) and (f) by practicing speech language pathology without a license.

The Respondent expressly understands failure to comply with and complete all terms of this Settlement Agreement constitutes misconduct and acknowledges that such misconduct constitutes a violation of KRS 334A.

Duty to Cooperate with the Board

The Respondent agrees to permit and cooperate with the Board, its members, agents, and employees, to monitor the Respondent's compliance with the terms and conditions of this Settlement Agreement.

Release of Liability

In consideration of execution of this Settlement Agreement, the Respondent, the Respondent's executors, administrators, successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, the Kentucky Board of Speech Language Pathology and Audiology, and the Kentucky Attorney General and each of their members, agents, and employees in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, the Respondent ever had, now has, may have or claim to have against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this disciplinary action, this Settlement Agreement, or its administration.

Acceptance by the Board

It is hereby agreed between the parties this Settlement Agreement shall be presented to the Kentucky Board of Speech Language Pathology and Audiology at the next regularly-scheduled meeting of the Board.

The Respondent understands the Board is free to accept or reject this Settlement Agreement, and if rejected by the Board, a formal disciplinary hearing against the Respondent

may be scheduled thereafter with the Hearing Officer and counsel. The Respondent hereby agrees to waive any right the Respondent might have to challenge the impartiality of the Board, based solely upon the presentation of this Settlement Agreement, to hear the disciplinary charges if, after review by the Board, this Settlement Agreement is rejected.

If the Settlement Agreement is not accepted by the Board, it shall be regarded as null and void. Admissions by the Respondent in the Settlement Agreement will not be regarded as evidence against the Respondent at the subsequent disciplinary hearing. The Respondent will be free to defend and no inferences against the Respondent will be made from the Respondent's willingness to have entered into this Settlement Agreement.

The Settlement Agreement will not be submitted for Board consideration until after it has been agreed to and executed by the Respondent. 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.

Complete Agreement

This Settlement Agreement consists of five (5) pages and a sixth (6th) signature page and embodies the entire agreement between the Board and the Respondent. This Settlement Agreement shall constitute a binding contract between the Respondent and the Board, subject only to approval by the Board as set forth above. The Respondent shall not, and shall not attempt to, rescind, revoke, modify, or withdraw this Settlement Agreement prior to or during its presentation to the Board. It may not be altered, amended or modified without the express written consent of both parties.

Have Seen, Understood, and Approved:

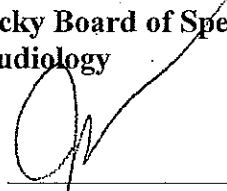
**Kentucky Board of Speech Language Pathology
and Audiology**

Marian Brown

Marian Brown
P.O. Box 120
Prospect, KY 40059-120
Respondent

Date: 5-14-13

By:



Michael West
Assistant Attorney General
Office of the Attorney General
Capitol Building, Room 118
700 Capitol Avenue
Frankfort, Kentucky 40601-3449
Counsel for the Board

Date: 5/29/13

300.00
Fine

**Commonwealth of Kentucky
Kentucky Board of Speech-Language Pathology and Audiology
Post Office Box 1360
Frankfort, Kentucky 40602-1360**

**Agency Case No. 2012-06
Administrative Action No. 13-KBSL-0058**

RECEIVED
MAY 29 2013
OCCUPATIONS
AND PROFESSIONS

Complainant

**Commonwealth of Kentucky,
Board of Speech-Language Pathology and Audiology**

Order

**Marian Brown
(License No. 0089)**

Respondent

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The Kentucky Board of Speech-Language Pathology and Audiology having voted on and approved the terms and conditions contained in the attached document, hereby adopt and incorporate the attached Settlement Agreement.

The referenced Settlement Agreement finally resolves this action.

It is so ordered.

Dated this 11 day of June, 2013.

**Kentucky Board of Speech-Language Pathology and
Audiology**

By: Anne D. Olson
Anne Olson, Ph.D., Chair

Certificate of Service

I hereby certify a true and accurate copy of the foregoing Order and Settlement Agreement was mailed this 18th day of June, 2013, to:

Marian Brown


Susan Durant
Hearing Officer
Administrative Hearings Branch
Office of the Attorney General
1024 Capital Center Drive Suite 200
Frankfort, KY 40601-8204

Michael West
Assistant Attorney General
Office of the Attorney General
700 Capitol Avenue, Room 118
Frankfort, Kentucky 40601-3449
Counsel for the Board

Marcia Egbert
Board Administrator