

**Commonwealth of Kentucky
Kentucky Board of Licensure for
Occupational Therapy
Agency Case No. 2005-04**

Kentucky Board of Licensure for Occupational Therapy

Complainant

v.

Settlement Agreement

**Anthony Metcalf, O.T.A./L
(License No. A2711)**

Respondent

* * * * *

Whereas, the Kentucky Board of Licensure for Occupational Therapy (“Board”) having reviewed an initiating complaint filed against Anthony Metcalf (“Respondent”), licensed Occupational Therapy Assistant, license number A2711;

Whereas, the matter involves a violation of the Board’s laws and regulations governing adequate client records of all occupational therapy activity under 201 KAR 28:140;

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

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

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 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 Formal Complaint, 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, 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 Settlement Agreement.

Jurisdiction

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

The Respondent acknowledges that 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 that, 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. Further, the Respondent understands that the Board is free to make any use it deems appropriate of the contents of this Settlement Agreement, which shall include the Board's ability to share the content of this Settlement Agreement with any governmental or professional Board or organization, publication of a summary in the Board's newsletter, and reporting under federal law.

Effect Upon Licensure Status: Probation and completion of coursework

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

1) The Respondent's license to practice as a occupational therapy assistant in the Commonwealth of Kentucky shall be placed on probation pending the Respondent's completion of the seminar or workshop required by the following paragraph. During the probation, the Respondent shall not violate any of the laws or regulations governing the practice of occupational therapy.

2) Respondent shall complete a 3 hour workshop or seminar on maintaining timely and adequate client records of all occupational therapy activity . This requirement shall be over and above any continuing competence requirements mandated for renewal of the Respondent's license. Respondent's probation shall continue until he submits acceptable proof of completion to the Board.

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 Licensure for Occupational Therapy, 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, that 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 that this Settlement Agreement shall be presented to the Kentucky Board of Licensure for Occupational Therapy at the next regularly-scheduled meeting of the Board.

The Respondent understands that 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

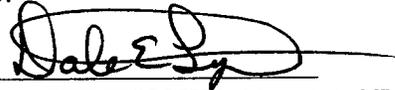
evidence against the Respondent at the subsequent disciplinary hearing. The Respondent will be free to defend and no inferences against the Respondent will be made from the Respondent's willingness to have entered into this Settlement Agreement.

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 six (6) pages, including the certification page, and embodies the entire agreement between the Board and the Respondent. It may not be altered, amended or modified without the express written consent of both parties.

SO ORDERED on this 9 day of June, 2006.



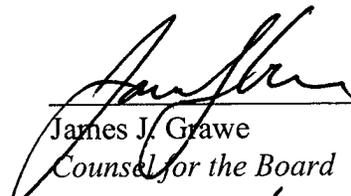
CHAIR, KENTUCKY BOARD OF
LICENSURE FOR OCCUPATIONAL THERAPY

Have Seen, Understood, and Agreed to:



Anthony Metclaf
Respondent

Date: 05/29/06



James J. Grawe
Counsel for the Board

Date: 6/8/06

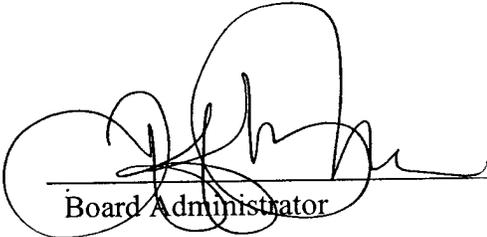
CERTIFICATE OF SERVICE

I hereby certify that copies of the Agreement were mailed by regular first class mail on this 4th day of June, 2006, to:

Mr. Anthony Metcalf, OTA/L



James J. Grawe
Assistant Attorney General
Office of the Attorney General
Capitol Building, Room 118
700 Capitol Avenue
Frankfort, Kentucky 40601-3449



Board Administrator