

**COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF LICENSURE FOR
OCCUPATIONAL THERAPY AGENCY CASE NO. 22-BOT-00005**

**KENTUCKY BOARD OF LICENSURE FOR
OCCUPATIONAL THERAPY**

COMPLAINANT

v.

TINA N. TYREE, LICENSE NO. 132002

RESPONDENT

AGREED ORDER

Complainant, Kentucky Board of Licensure for Occupational Therapy (KBLOT) and Respondent, Tina Tyree, Certified Occupational Therapist, hereby stipulate and agree to resolve this administrative action according to the following terms:

DEFINITIONS

1. "Respondent" shall mean the Licensee and her successors, assigns, heirs, executors, administrators, agents, servants, employees, legal representatives, insurers and any and all other affiliated or related persons, firms, or corporations, and all persons, firms, or corporations that may have or claim an interest by or through her.

2. "Kentucky Board of Licensure for Occupational Therapy" or "KBLOT" shall mean the Kentucky Board of Licensure for Occupational Therapy and all subdivisions, members, successors, assigns, predecessors, agents, servants, employees, officers, directors, shareholders, legal representatives, insurers, subsidiaries, sister and parent entities, and all other affiliated or related persons, firms and corporations, and any and all persons, firms, or corporations who in the future, or, in the past, are or have been affiliated or related persons, firms or corporations of either entity

3. "This Administrative Action" shall mean Agency Case No. 22-BOT-00005, which is pending before the Kentucky Board of Licensure for Occupational Therapy, and styled *Kentucky Board of Licensure for Occupational Therapy v. Tina Tyree*.

4. The "Incident" shall mean the acts or series of acts or occurrences or series of occurrences that are the subject of Kentucky Board of Licensure for Occupational Therapy Complaint No. 22-BOT-00005, including specifically, but not limited to, Respondent's failure to follow documentation requirements and her failure to efficiently manage her time.

EFFECT OF THE FOREGOING

All of the foregoing provisions are a part of this Agreed Order and are not mere recitals.

JURISDICTION

Complainant and Respondent acknowledge the KBLOT has jurisdiction over the Respondent and the conduct alleged in Complaint No. 22-BOT-00005 pursuant to Kentucky Revised Statute (KRS) Chapter 319A, Chapter 13B, and their accompanying administrative regulations. Complainant and Respondent also acknowledge the KBLOT will retain jurisdiction over this matter until the KBLOT is satisfied that Respondent has fulfilled the terms and conditions set forth herein.

INDEMNIFICATION

If after providing Respondent with notice and an opportunity to be heard, the KBLOT finds that Respondent failed to fulfill, satisfy, or otherwise comply with any material term, duty, condition, or obligation of this Agreed Order, Respondent agrees to indemnify the KBLOT for all costs, including but not limited to, a reasonable attorney's fee for KBLOT's enforcement of this Agreed Order.

VOLUNTARY WAIVER OF RIGHTS

Respondent represents and warrants that she executes this Agreed Order after having had the opportunity to obtain advice from counsel of her choice. Respondent acknowledges that at all times she has had the opportunity to obtain legal counsel of her choosing.

Respondent understands her right to contest the allegations against her in a formal hearing. She understands she has the right to:

- (a) be represented by an attorney at her own expense;
- (b) a public hearing on any charges or allegations filed;
- (c) confront and cross-examine any witnesses called to testify against her;
- (d) present evidence on her own behalf;
- (e) compulsory process to secure the attendance of such witnesses;
- (f) testify on her own behalf;
- (g) receive written findings of fact and conclusions of law supporting the decision on the merits of the allegations made against her; and
- (h) appeal any final order of the KBLOT to the Franklin Circuit Court as otherwise allowed by KRS 319A.200 and KRS Chapter 13B.

Respondent is voluntarily waiving all these rights in exchange for the KBLOT's acceptance of this Agreed Order. Respondent makes this waiver freely and voluntarily.

Respondent recognizes that if this matter was to proceed to an Administrative Hearing, there may exist sufficient evidence to sustain a disciplinary action against her. Respondent nevertheless desires to settle this matter in an expeditious manner without resorting to an administrative hearing.

Respondent acknowledges that the KBLOT has made no agreement or promise of any kind whatsoever not herein expressed to her and this document contains the entire agreement between her and the KBLOT.

COSTS

The KBLOT and Respondent shall each bear their own costs incurred in this matter, except as provided above under "INDEMNIFICATION."

AGREEMENT

In exchange for Respondent's admission to the allegations set forth against her in Complaint No. 2022-BOT-00005, specifically that, while employed by the Jefferson County Schools as a certified occupational therapist, Respondent failed to prepare and maintain required documentation and further failed to use her time in an expeditious fashion, the Respondent hereby agrees as follows:

1. Completion of six (6) hours of continuing education in the following areas:
 - a. three (3) hours in time management, and
 - b. three (3) of which will be in documentation requirements.
2. All continuing education must be completed within six (6) months of entry of the Agreed Order, with proof of completion to be submitted to the Board.

The Respondent shall have thirty (30) days from the date of letter to execute this Agreed Order and return same to the Board. If it is not executed by said date, then the Board may proceed with the action previously initiated by it.

RELEASE OF LIABILITY

In consideration of this agreement, Respondent fully and forever releases, acquits and discharges the Commonwealth of Kentucky and the KBLOT from any and all liability on account

of any and all actions or causes of action, whether in law or in equity or otherwise, where in contract or tort, or pursuant to any statute, ordinance or regulation, whether direct or indirect, whether known or unknown, whether presently discoverable or undiscoverable, whether suspected or claimed, which she ever had, now has or may have against the Commonwealth of Kentucky, or the KBLOT arising from or related to the Incident. This Release specifically includes, but is not limited to, all claims, demands, causes of action, and matters at issue in the action or any matters that might or could have been placed at issue in the action. Without in any way limiting the generality of this paragraph, this shall be construed as a complete bar against Respondent's prosecution of any action against KBLOT.

SUBJECT TO ACCEPTANCE BY THE BOARD

This Agreed Order shall not become effective until the KBLOT approves it and the KBLOT Chair endorses it.

Respondent understands the KBLOT is free to accept or reject the Agreed Order, and that KBLOT may in fact reject it. Respondent also understands that if the KBLOT rejects the Agreed Order, the KBLOT may conduct an administrative hearing to consider the allegations against her. If the KBLOT rejects this Agreed Order, Respondent will not be allowed to challenge the impartiality of the KBLOT or any of its board members. By signing this agreement, Respondent understands that she waives this right.

If the KBLOT does not accept this agreement, it shall be null and void. Respondent and the KBLOT agree and stipulate that the Agreed Order shall not be offered as evidence at any disciplinary hearing, and neither party shall be permitted to draw any inference from the other's willingness to enter into this agreement.

Upon approval of this Agreed Order by the Board, the Board shall dismiss complaint number 2022-BOT-00005. Any violation by the Respondent of the terms of this agreement shall be grounds for further action by the Board, including but not limited to the reopening of this complaint;

OPEN RECORDS

The Respondent acknowledges, once adopted by the Board, this Agreed Order is considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act. Further, Respondent understands the Board is free to make any use it deems appropriate of the contents of this Agreed Order, which shall include the Board's ability to share the content of this Agreed Order with any governmental or professional board or organization, publication of a summary in the Board's newsletter, reporting under federal law, and availability via the Board's web site.

COMPLETE AGREEMENT

This Agreed Order consists of seven (7) pages and is the entire agreement between the KBLOT and Respondent.

This agreement is a binding contract between the parties, subject only to approval by the KBLOT as set forth above.

All parties and their undersigned representatives warrant and represent that they have the requisite power and authority to enter into this Agreed Order and to effectuate the purposes herein, and that this Agreed Order shall be legally binding and enforceable against each party in accordance with terms of the Agreed Order.

This Agreed Order shall be governed in all respects by the laws of the Commonwealth of Kentucky. Any disputes arising under this Agreed Order shall be resolved in the Circuit Court

of Franklin County, Kentucky; the parties' consent and agree to the *in personam* jurisdiction of such Court; and

This Agreed Order may not be modified except by a written agreement executed by all parties.

Have Seen, Understood, and Agree:

Tina N. Tyree, OTR/L
Tina N. Tyree, License No. 132002

3/24/23
Date

Renee C. Wooten
Chair, Board of Licensure
for Occupational Therapy

2/28/2023
Date

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Agreed Order was mailed today by regular first-class mail and electronic mail on the 28th day of February 2023, to:

Tina N. Tyree
12323 Bristol Bay Place
Louisville, Kentucky 40245
Tpratt02@hotmail.com
Respondent

And via electronic mail to:

Sara Boswell Janes, Staff Attorney III
Department of Professional Licensing Public Protection Cabinet
Office of Legal Services
500 Mero Street
Frankfort, Kentucky
40601
sara.janes@ky.gov
*Board Counsel for Kentucky Board of
Occupational Therapy*

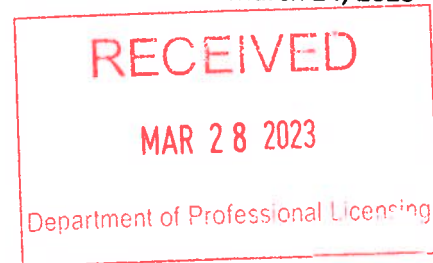
Date: 2/28/2023

By: [Signature]

Board Administrator

March 24, 2023

Tina Tyree, OTR/L
12323 Bristol Bay Place
Louisville, KY 40245



Kentucky Board of Licensure for Occupational Therapy
P.O. Box 1360
Frankfort, KY 40602

Dear KBLot,

I am submitting this letter as my written response to the agreed order that I received via certified mail on March 4, 2023, which was offered to me in settlement of complaint # 2022BOT-00005.

I am in agreement with the order/settlement that was offered to me. I have signed the agreed order and am returning that original signed copy back to the board with this letter to show my formal acceptance of the offer that has been given to me.

Thank you for considering this response and I will await further information from the board following the review of all documents about this matter at the next board meeting.

Sincerely,

A handwritten signature in black ink that reads "Tina Tyree, OTR/L". The signature is written in a cursive, flowing style.

Tina Tyree, OTR/L
Occupational Therapist #132002

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ORDER APPROVING AGREED ORDER

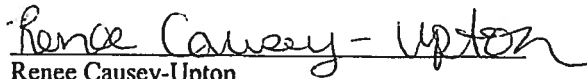
This matter comes before the Board upon receipt of the Respondent's acceptance of the Board's offer of an informal settlement through the executed Agreed Order which is authorized by KRS 319A.190 and 201 KAR 28:150. Section 5.

The Board hereby approves the Agreed Order which has been executed by the Respondent, and authorizes the board chair to fully execute the Agreed Order on behalf of the Board. All the terms and conditions of the Agreed Order are incorporated herein.

The Board HEREBY ACCEPTS AND ADOPTS the Agreed Order, and Complaint No. 22-BOT-00005 is DISMISSED as SETTLED.

SO ORDERED this 13 day of April, 2023.

FULL BOARD CONCURRING


Renee Causey-Upton
Board Chair
KY Board of Licensure for Occupational Therapy

CERTIFICATE OF SERVICE

Served by regular, first-class mail, and electronic mail on April 13, 2023 to:


Tina N. Tyree
12323 Bristol Bay Place
Louisville, Kentucky 40245
Tpratt02@hotmail.com
Respondent

And by electronic mail to:

Sara Boswell Janes, Staff Attorney III
sara.janes@ky.gov
*Board Counsel for Kentucky Board of
Licensure for Occupational Therapy*

Date: Apr. 13, 2023

By: _____


Board Administrator