

**COMMONWEALTH OF KENTUCKY  
KENTUCKY BOARD OF LICENSURE FOR OCCUPATIONAL THERAPY  
AGENCY CASE NO. 2014-06**

**KENTUCKY BOARD OF LICENSURE FOR  
OCCUPATIONAL THERAPY**

**COMPLAINANT**

v.

**STIPULATION AND AGREED ORDER OF SETTLEMENT**

**EFFANEY CRAIN**

**RESPONDENT**

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

**DEFINITIONS**

As used herein:

1. "Respondent" shall mean Effaney Crain 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, and 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. 2014-06, which is pending before the Kentucky Board of Licensure for Occupational Therapy, and styled *Kentucky Board of Licensure for Occupational Therapy v. Effaney Crain*.

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. 2014-06, including specifically, but not limited to, Respondent's September 16, 17, and 18, 2014 conduct in allegedly reporting charges for services not actually rendered.

#### **EFFECT OF THE FOREGOING**

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

#### **JURISDICTION**

Complainant and Respondent acknowledge the KBLOT has jurisdiction over the Respondent and the conduct alleged in Complaint No. 2014-06 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 Stipulation and Agreed Order of Settlement, 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 Stipulation and Agreed Order of Settlement.

### **VOLUNTARY WAIVER OF RIGHTS**

Respondent represents and warrants that she executes this Stipulation and Agreed Order of Settlement after having had the opportunity to obtain advice from counsel of her choice.

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 Stipulation and Agreed Order. Respondent makes this waiver freely and voluntarily.

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**

Respondent does not admit guilt with regard to the allegations set forth against her in Complaint No. 2014-06. Nonetheless, she acknowledges that there is enough evidence for the KBLOT to find that she did commit the allegations alleged. Therefore, Respondent and KBLOT voluntarily agree to enter into this informal proceeding as a means of resolving the complaint. Respondent agrees to pay a fine of Seven Hundred and Fifty Dollars (\$750) to the KBLOT within sixty (60) days of the date on which the Chair of the KBLOT signed this document as indicated below. Respondent also agrees to receive in her permanent file a letter of admonishment. Pursuant to Section 5 of 201 KAR 28:150(2), within thirty (30) days of the date of the letter of admonishment, Respondent may file a written response to the letter and have it attached to the letter of admonishment and placed in her permanent file. Respondent acknowledges and agrees that she will otherwise have no right to appeal the fine or the letter of admonishment. KBLOT will close this matter only when both parties have completed all obligations under this agreement.

## **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, whether 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 administrative action or any matters that might or could have been placed at issue in the administrative 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 arising from the Incident.

#### **SUBJECT TO ACCEPTANCE BY THE BOARD**

This Stipulation and 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 Stipulation and Agreed Order, and that KBLOT may in fact reject it. Respondent also understands that if the KBLOT rejects the Stipulation and Agreed Order, the KBLOT may conduct an administrative hearing to consider the allegations against her. If the KBLOT rejects this Stipulation and 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 Stipulation and 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.

#### **OPEN RECORDS**

At its discretion, the KBLOT may disclose the terms of the Stipulation and Agreed Order to the public. Respondent and the KBLOT agree that disclosure may include posting the document to the KBLOT public website and producing the document pursuant to Kentucky Open Records Act.

**COMPLETE AGREEMENT**

This Stipulation and Agreed Order consists of six 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. This Stipulation and Agreed Order may not be altered, amended, or modified without the express written consent of both parties.

**Have Seen, Understood, and Approved:**

Effaney Crain, MOTR/L  
Effaney Crain  
Respondent

1/18/18  
Date

Stacy Grider, OT/L  
Stacy Grider, Acting Chair  
Kentucky Board of Licensure  
for Occupational Therapy

2/15/2018  
Date