

COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF LICENSURE FOR OCCUPATIONAL THERAPY
AGENCY CASE NO. 2017-03

KENTUCKY BOARD OF LICENSURE FOR
OCCUPATIONAL THERAPY

COMPLAINANT

v.

STIPULATION AND AGREED ORDER OF SETTLEMENT

HARLESS CHASE HINKLE

RESPONDENT

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

DEFINITIONS

As used herein:

1. "Respondent" shall mean Harless Chase Hinkle and his 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 him.
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. 2017-03, which is pending before the Kentucky Board of Licensure for Occupational Therapy, and styled *Kentucky Board of Licensure for Occupational Therapy v. Harless Chase Hinkle*.

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. 2017-03, including specifically, but not limited to, Respondent's May 25, 2017 conduct in 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. 2017-03 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 he executes this Stipulation and Agreed Order of Settlement after having had the opportunity to obtain advice from counsel of his choice.

Respondent understands his right to contest the allegations against him in a formal hearing. He understands he has the right to:

- (a) be represented by an attorney at his own expense;
- (b) a public hearing on any charges or allegations filed;
- (c) confront and cross-examine any witnesses called to testify against him;
- (d) present evidence on his own behalf;
- (e) compulsory process to secure the attendance of such witnesses;
- (f) testify on his own behalf;
- (g) receive written findings of fact and conclusions of law supporting the decision on the merits of the allegations made against him; 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 him, and this document contains the entire agreement between him 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 him in Complaint No. 2017-03, specifically that on May 25, 2017, while employed by Signature Healthcare as a certified occupational therapy assistant, Respondent reported charges for services not actually rendered, in violation of 201 KAR 28:140, the KBLOT will suspend his occupational therapy assistant license for one year. The KBLOT agrees to probate this penalty for six months. If Respondent does not commit any violations of KRS Chapter 319A or any administrative regulations promulgated thereunder during the six-month probationary period, the KBLOT will impose no additional punishment and close this matter. If during the six-month probationary period, the KBLOT finds there is enough evidence to believe that Respondent committed a violation of KRS Chapter 319A or any administrative regulations promulgated thereunder, the KBLOT will immediately suspend Respondent's license for one year. Respondent acknowledges and agrees that he will have no right to appeal this suspension of his license.

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 he 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 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 him. 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 he 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

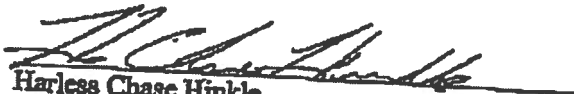
At its discretion, the KBLOT may disclose the terms of the Stipulation and Agreed Order to the public. Respondent and the KBLOT agree that disclosure may include posting the

document to the KBLOT public website and producing the document pursuant to Kentucky Open Records Act.

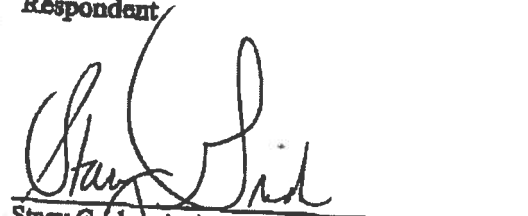
COMPLETE AGREEMENT

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:


Harless Chase Hinkle
Respondent

11-17-17
Date


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

11-20-17
Date