

COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF LICENSURE FOR
OCCUPATIONAL THERAPY

500.0

RECEIVED

OCT 26 2009

DIV. OF OCCUPATIONS
& PROFESSIONS

IN RE: MARYELLEN C. THOMPSON

Agreement

Whereas, the Kentucky Board of Licensure for Occupational Therapy (hereafter "Board") reviewed an application for licensure as an Occupational Therapist from MaryEllen C. Thompson (hereafter "Thompson"); and

Whereas, Thompson was in good standing with NBCOT throughout the period in question; and

Whereas, the parties mutually desire to settle these actions in an expeditious manner without resorting to a formal procedure; and

Whereas, Thompson had the opportunity at all times to seek advice from competent counsel of choice, and no coercion has been exerted upon Thompson, nor have any promises been made other than those reflected in this agreement; and

Whereas, Thompson freely and voluntarily enters into this agreement, motivated by a desire to resolve the issues addressed herein, and Thompson has executed this Agreement only after a careful reading of it and a full understanding of all of its terms;

It is hereby stipulated and agreed between the undersigned parties that this matter shall be settled and resolved as follows:

Jurisdiction

Thompson acknowledges the Board has jurisdiction over her application for licensure.

Thompson acknowledges the Board has the legal power and authority to deny a license under KRS 319A.190(1) and to take disciplinary action under KRS 319A.080.

Findings

Thompson acknowledges that issues involving the applicability of the requirements for licensure under KRS 319A.190(1)(e) may exist with regard to her use of the title "Occupational Therapist" in the Commonwealth during 2008 – 2009 and the alleged practice without a license, but denies that any acts in which she engaged were in any way knowingly or intentionally acted in violation of the law.

Therefore, Thompson shall make a settlement payment of \$500 with the total amount due at the time that this agreement is tendered to the Board.

Release of Liability

In consideration of execution of this Agreement, Thompson, for herself, her executors, administrators, successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, 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 Thompson 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 agreement or its administration.

Acceptance by the Board

This Agreement, when executed by Thompson, shall be presented to the Board at the next regularly scheduled meeting of the Board following receipt of the executed Agreement. The 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.

Thompson understands the Board is free to accept or reject this Agreement. Thompson hereby waives any challenge to the Board's impartiality to hear any subsequent administrative action regarding the facts and alleged violations addressed by this Agreement to the extent such a challenge is based exclusively on the Board having reviewed and considered such facts and alleged violations in the course of either approving or rejecting this Agreement. Thompson otherwise and in all other ways specifically retains the right to challenge the Board's impartiality to hear a subsequent administrative action regarding the facts and alleged violations addressed by this Agreement for any other reason, theory, or cause of action not specifically waived by this provision.

Open Records

Thompson acknowledges this Agreement is subject to disclosure under the Kentucky Open Records Act and may be shared with any professional organization or licensing board.

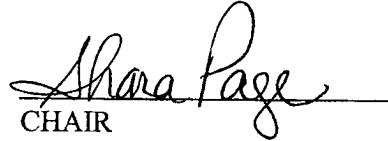
Complete Agreement and Service of Final Order

This Agreement and Order consists of 4 pages and embodies the entire agreement between the Board and Thompson. It may not be altered, amended or modified without the express written consent of both parties. Thompson also agrees to waive any requirement that she be sent a copy of this Agreement by certified mail, but agrees that it shall be sent to her by regular mail.

Order

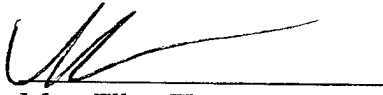
Upon approval of this Agreement, Thompson is hereby ordered to comply with the terms of this Settlement Agreement.

SO ORDERED on this 5 day of March, 2009.



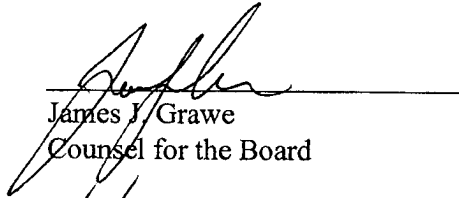
CHAIR
KENTUCKY BOARD OF
LICENSURE FOR OCCUPATIONAL
THERAPY

Have Seen, Understood and Approved:



MaryEllen Thompson

Date: 10/20/09



James J. Grawe
Counsel for the Board

Date: 11/5/09

CERTIFICATE OF SERVICE


I hereby certify that copies of the Agreement were mailed by regular first class mail on this 10th day of November, 2009, to:

Dr. MaryEllen Thompson



And by messenger mail to:

James J. Grawe
Assistant Attorney General
Capitol Building
700 Capitol Ave, Suite 118
Frankfort, Kentucky 40601


Board Administrator