



KENTUCKY BOARD OF LICENSURE FOR OCCUPATIONAL THERAPY

Steven L. Beshear
Governor

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Ambrose Wilson IV
Secretary

Kentucky Board of Licensure for Occupational Therapy

Complainant

v.

Settlement Agreement

Regenia Greenfield
(OT License No.R2318)

Respondent

* * * * *

Whereas, the Kentucky Board of Licensure for Occupational Therapy ("Board") alleges that the Respondent Regenia Greenfield ("Respondent") violated sections of KRS 319A.190, and 201 KAR 28:140 §1(18)(a), for which disciplinary action may be taken by the Board pursuant to KRS 319A.070;

Whereas, the Respondent is licensed as an Occupational Therapist in the Commonwealth of Kentucky;

Whereas, the Respondent, while not admitting guilt, acknowledges that there is sufficient evidence for a finding that there was a violation of KRS 319A.190, and 201 KAR 28:140 §1(18)(a) and that the Board would prove those violations if the matter proceeded to a formal disciplinary hearing;

Whereas, the parties mutually desire to settle the issues in an expeditious manner, without the need for a formal hearing which has been authorized by the Board;

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

- **Suspension of license for two (2) years to July 1, 2017, probated under the following conditions during the term of probation:**
- **Respondent stipulates that there is sufficient evidence to find three (3) violations of KRS 319A.190(1)(b) and 201 KAR 28:140 §1(18)(a).**
- **Show proof of nine (9) hours of Continuing Education in addition to those regularly required for licensure on the subject of Occupational Therapy ethics. Certificates will be submitted to the Board Administrator as proof within six (6) months of entry of the final order of the Board.**
- **Agreement to submit to two (2) unannounced visits from the Board Investigator at Respondents' place of business during the term of probation for the purpose of reviewing Respondents' billing practices.**
- **Provide notice to present and future employers of the licensure probation during the term of probation.**
- **\$500 monetary penalty to be paid within six (6) months of entry of the final order of the Board.**

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 agreement. The Respondent has freely and voluntarily entered into this 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 her rights to contest charges in a formal hearing. These rights include: representation by an attorney at the Respondents own expense, the right to a public hearing on any charges or allegations filed, the right to confront and cross-examine witnesses called to testify against the Respondent, the right to present evidence on his own behalf, the right to compulsory process to secure the attendance of such witnesses, the right to testify on the Respondents own behalf, the right to receive written findings of fact and

conclusions of law supporting the decision on the merits of the Formal Complaint, the right to obtain judicial review of the Board's decision, and the right to appeal from an order of the Board to the Franklin Circuit Court, pursuant to KRS 319A.200. All of these rights are being waived by the Respondent with acceptance of this Settlement Agreement.

Jurisdiction

The Respondent acknowledges that the Board has jurisdiction over the Respondent and the subject matter 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 occupational therapy upon proof of a violation of law and/or regulations.

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 will be 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 the Board is authorized to make by statute or administrative regulation of the contents of this Settlement Agreement. The Board agrees that when requested the Board will furnish a true and accurate copy of this Settlement Agreement to the requestor.

Effect Upon Licensure Status

It is stipulated that as the agreed upon settlement:

1) The license of the Respondent to practice Occupational Therapy is suspended, but that suspension is probated for a period of two (2) years to July 1, 2017.

2) The Respondent shall submit an administrative payment of five hundred (\$500) dollars within six (6) months of the final order of the Board closing the case;

3) The Respondent shall continue with a license to practice occupational therapy under probationary terms stated in this agreement, but without any other stipulation or condition;

4) The Respondent waives the right to appeal from this agreement notwithstanding any provision of the KRS Chapter 319A or other relevant statute or regulation. Respondent expressly agrees that the conditions of this agreement are strictly a matter of private right;

5) The Respondent does not admit any wrongdoing, but acknowledges that there is sufficient evidence in the possession of the Board to meet the evidentiary standard required to prove a violation of sections of KRS Chapter 319 and 201 KAR 28.

Release of Liability

In consideration of execution of this Settlement Agreement, the Respondent and the Respondents executors, administrators, successors and assigns, hereby release and forever discharge 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 on the accusation against the Respondent may be rescheduled thereafter. 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, and to hear the disciplinary accusation 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 Respondents will be made from the Respondents willingness to have entered into this 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. The terms and conditions associated with this Settlement Agreement will expire and become null on July 1, 2017.

Cooperation With the Board and Indemnity

The Respondent agrees to permit and cooperate with the Board, its members, agents, and employees to monitor the Respondents compliance with the terms and conditions of this Settlement Agreement.

Complete Agreement

This Settlement Agreement consists of six (6) pages and embodies the entire agreement between the Board and the Respondents. This Settlement Agreement shall constitute a binding contract between the Respondents and the Board, subject only to approval by the Board as set forth above. The Respondents shall not rescind, revoke, or withdraw this Settlement Agreement prior to its presentation to the Board at a regularly scheduled meeting of the Board. It may not be altered, amended or modified without the express written consent of both parties.

Have Seen, Understood, and Approved:

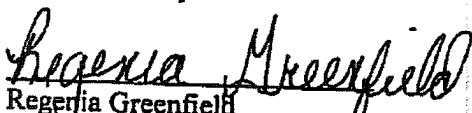


Kentucky Board of Licensure
For Occupational Therapy
Chair

Date: 11-12-2015


Counsel for the Board

Date: _____



Regenia Greenfield
Respondents

Date: 9-25-15



Brian R. Good
Counsel for Respondent

Date: 10-1-15

**COMMONWEALTH OF KENTUCKY
KENTUCKY BOARD OF LICENSURE FOR OCCUPATIONAL THERAPY
AGENCY CASE NO. 2014-02
ADMINISTRATIVE ACTION NO. 14-KBLOT-0036**

**KENTUCKY BOARD OF LICENSURE
FOR OCCUPATIONAL THERAPY**

PETITIONER

v.

FINAL ORDER

**REGENIA GREENFIELD
(OT License No. R2318)**

RESPONDENT

* * * * *

The Kentucky Board of Licensure For Occupational Therapy (hereinafter "the Board") met on December 17, 2015, and considered the record including the Settlement Agreement signed by the Respondent on September 25, 2015; after which the Board voted to adopt and approve the Settlement Agreement as the Board's final order.

THEREFORE, IT IS HEREBY ORDERED that the Settlement Agreement signed by the Respondent on September 25, 2015, is ADOPTED and APPROVED as the FINAL ORDER of the Board.

NOTICE OF APPEAL RIGHTS

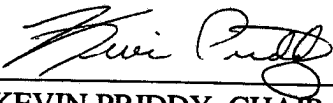
Pursuant to KRS 13B.140:

All final orders of an agency shall be subject to judicial review in accordance with the provisions of KRS Chapter 13B. A party shall institute an appeal by filing a petition in the Circuit Court of venue, as provided in the agency's enabling statutes, within thirty (30) days after the final order of the agency is mailed or delivered by personal service. If venue for appeal is not stated in the enabling statutes, a party may appeal to Franklin Circuit Court or the Circuit Court of the county in which the appealing party resides or operates a place of business. Copies of the petition shall be served by the petitioner upon the agency and all parties of record. The petition shall include the names and addresses of all parties to the proceeding and the agency involved, in a statement of the grounds on which the review is requested. The petition shall be accompanied by a

copy of the final order.

Pursuant to KRS 23A.010(4), "Such review [by the Circuit Court] shall not constitute an appeal but an original action." Some courts have interpreted this language to mean that summons must be served when filing an appeal petition in the Circuit Court.

Dated this 19th day of January, 2016.

By: 

KEVIN PRIDDY, CHAIR
KENTUCKY BOARD OF LICENSURE
FOR OCCUPATIONAL THERAPY

CERTIFICATE OF SERVICE

This is to certify that a true and accurate copy of this Final Order was retained for filing this 19th day of January, 2016, by:

Jennifer B. Hutcherson, Board Administrator
Kentucky Board of Licensure for Occupational Therapy
911 Leawood Drive
Frankfort, KY 40601

and on the same date a true copy was served by certified mail, return receipt requested, to:

Brian R. Good
Elder & Good
159 St. Matthews Ave., Ste. 1
Louisville, KY 40207

and on the same date a true copy was served by messenger mail to:

Michael Head
Office of the Attorney General
700 Capital Ave., Rm 28
Frankfort, KY 40601



DOCKET COORDINATOR