

**Before The Ohio
Occupational Therapy, Physical Therapy, and Athletic Trainers Board**

Occupational Therapy Section

Amber D. Schweickart
2602 South 10th Street
Ironton, Ohio 45638

IN RE:

The eligibility of Amber D. Schweickart, OT-006386, to retain her license as an Occupational Therapist in the State of Ohio

Case No: 07-030 OT

Issue Date: October 16, 2007

Notice of Opportunity for a Hearing

Introduction and Jurisdiction

Section 4755.11(A) of the Ohio Revised Code authorizes the Board to suspend, revoke, or refuse to issue or renew an occupational therapist license, occupational therapy assistant license, occupational therapist limited permit, occupational therapy assistant limited permit, or reprimand, fine, or place a license or limited permit holder on probation, for any of the following:

- (3) Violation of any lawful order or rule of the occupational therapy section;
- (4) Obtaining or attempting to obtain a license or limited permit issued by the occupational therapy section by fraud or deception, including the making of a false, fraudulent, deceptive, or misleading statements in relation to these activities;
- (24) Failure to complete continuing education requirements as prescribed in rules adopted by the occupational therapy section under section 4755.06 of the Revised Code.

In accordance with Chapter 119 and section 4755.11 of the Ohio Revised Code, you are hereby notified that the Occupational Therapy Section of the Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board (hereinafter, "**Board**") intends to determine whether or not to suspend or revoke your occupational therapist license, or reprimand, fine, or place you on probation for the following reasons:

Count 1

On April 17, 2007, **Schweickart** falsified her online 2007 license renewal form by answering "YES" to question number one (1) in the continuing education section which asked: "Did you complete the required amount of continuing

education?" Said conduct constitutes a violation of Ohio Revised Code Sections 4755.11(A)(4).

Count 2

On July 26, 2007, **Schweickart** submitted verification of continuing education credits earned for the renewal period of July 1, 2005 through June 30, 2007, as a result of being randomly selected by the Board for a an audit for continuing education hours. A review of the information submitted revealed that **Schweickart** accounted for 17 of the 20 hours of continuing education required for her 2007 license renewal. Said conduct constitutes a violation of Ohio Revised Code Section 4755.11(A)(3) & (24) and Ohio Administrative Code rule 4755-9-01.

Ohio Administrative Code rule 4755-9-01 states:

(A) Pursuant to division (C) of section 4755.05 of the Revised Code, no person shall qualify for licensure renewal as an occupational therapist or occupational therapy assistant unless the licensee has shown to the satisfaction of the occupational therapy section that the licensee has completed twenty contact hours of continuing education activities within the two year renewal cycle.

(1) Out of cycle, one year renewals will be pro-rated accordingly.

(2) Any person who obtains an initial license by examination in Ohio pursuant to paragraph (C) of rule 4755-3-01 of the Administrative Code within twelve months of graduation from an entry level occupational therapy/occupational therapy assistant program is not required to obtain any continuing education units for the first renewal.

(3) A "contact hour" is one hour spent in a continuing education activity meeting the requirements of this rule. Contact hours exclude refreshment breaks, receptions, social gatherings, and meals that do not include an acceptable activity.

(4) All continuing education activities must be earned in the two year period immediately preceding the thirtieth day of June of the year in which licensure renewal is required. Contact hours may not be carried over from one renewal period to the next.

(5) Licensees shall complete at least one contact hour of ethics education per renewal cycle. The one hour ethics requirement may be fulfilled by any of the following:

(a) Attendance at a professional workshop, seminar, and/or conference at which at least one hour is spent addressing professional ethics;

(b) Informal independent study;

(c) Self-study;

- (d) Distance learning;
- (e) Attendance at a presentation of the occupational therapy section; or
- (f) Passage of the Ohio occupational therapy laws and rules examination in compliance with paragraph (B)(11) of this rule.

(B) Acceptable continuing education activities may include:

(1) Attending professional workshops, seminars, and/or conferences. There is no limit of contact hours in this category.

(a) Credit is obtained by attending presentations that have either been sponsored or approved by the occupational therapy section, the American occupational therapy association (AOTA), the Ohio occupational therapy association, offered by an AOTA approved provider, or which meets the following criteria:

(i) It contributes directly to professional competency;

(ii) It relates directly to the clinical practice, management, or education of occupational therapy practitioners; and

(iii) It is conducted by individuals who have demonstrated expertise in the subject matter of the program.

(b) Prior approval from the section is not required if paragraphs (B)(1)(a)(i) to (B)(1)(a)(iii) of this rule have been met.

(c) Proof of content shall be demonstrated by the original workshop or conference brochure, agenda, notes, or materials given to participants during the presentations.

(d) Copies of continuing education unit certificates or other original documents indicating credits awarded may also be used as verification of participation. If no other form of verification is available, licensees may obtain from the board verification of participation forms, which are to be signed by each presenter at the conclusion of each presentation. If a presentation is made by a panel of individuals, only one signature is required.

(2) Presentations of occupational therapy programs, workshops, or seminars. The presentation must be to health or education professionals and/or students, be at least one contact hour in length and relate to the clinical practice, management, or education of occupational therapy practitioners. Two contact hours will be awarded for each hour of presentation. A maximum of eight contact hours may be earned in this category. Proof of presentation is the workshop, conference, or seminar contract, or the brochure, agenda, or other printed materials describing content

and audience. Continuing education credit will not be awarded for subsequent presentations of the same material.

(3) Preparation to teach a clinical course in occupational therapy. The course must be taught in an occupational therapy program accredited by the accreditation council for occupational therapy education (ACOTE). Credit will only be awarded for preparation for a new course or substantive changes to an existing course. One contact hour will be awarded for each hour of preparation. A maximum of eight contact hours may be earned in this category. Proof of presentation is the course syllabus or other printed materials describing the content and goals of the course.

(4) Publications of books, articles, or films related to clinical practice, management, or education of occupational therapy. A maximum of five contact hours for each published article, ten contact hours for a published book, five contact hours for a chapter in a book, and ten contact hours for a film may be earned in these categories. Co-authorship is acceptable. The item must be published within the current renewal cycle. Proof of completion is the published article, title page of the book, or film.

(5) Undergraduate or graduate courses. A maximum of ten contact hours may be earned per completed course. Courses must be related to the management, practice, or education of occupational therapy. Proof of completion is an official college or university transcript or grade slips. Proof of content is the catalog description. There is no limit of contact hours in this category.

(6) Supervision of fieldwork. Continuing education credit can be earned by supervising level II students. One contact hour may be earned for every eighty hours of student supervision completed, with a maximum of eight contact hours per renewal cycle. Proof of student supervision will be a certificate of supervision from the student's school or the student's completed evaluation form.

(7) Self-study. Formal study packages, such as printed text, videotapes, or CD-ROM, related to the clinical practice, management, or education of occupational therapy are acceptable. There is no limit of contact hours in this category. Proof of completion is the certificate of completion and a copy of the post test results.

(8) Distance learning. Credit for distance learning requires that there be opportunity for interaction with the program presenter and that the content is related to the clinical practice, management, or education of occupational therapy. The agenda and certificate of participation are required to verify completion. There is no limit of contact hours in this category.

(9) Apprenticeships. Supervised clinical experience aimed at developing specialized skills in occupational therapy is

acceptable. Five contact hours shall be credited for each forty hour week. There is no limit to the amount of contact hours that can be earned under this category. Proof of completion is a signed letter from the clinical supervisor describing length and type of education experiences and an evaluation of the occupational therapist's or occupational therapy assistant's performance.

Apprenticeships must be served under the supervision of licensed occupational therapist whose license is in good standing and who has demonstrated expertise in the practice of occupational therapy or other individuals who have demonstrated expertise in specialized techniques as approved by the occupational therapy section.

(10) Research projects. A maximum of ten contact hours may be earned in this category. The hours will be granted only for completed, published or unpublished research projects related to the theory, clinical practice, management, or education of occupational therapy. Proof of completion is the published article or unpublished manuscript.

(11) Informal independent study. One contact hour will be given for reading an evidence based book chapter or research journal article relating to the clinical practice, management, or education of occupational therapy practitioners and identifying how the information presented can be applied to one's own practice, management, or education situation. Proof of completion is a copy of the article's title page and the first page, and a written report summarizing the information and outlining how it can be applied by the licensee. One hour will be awarded for each chapter/article. A maximum of four contact hours may be earned in this category per renewal cycle.

(12) Laws and rules examination. One contact hour may be earned for completing and passing the Ohio occupational therapy laws and rules examination. This contact hour may be utilized only once per renewal cycle for continuing education credit. Proof of completion is the graded examination. This contact hour may be used to fulfill the ethics requirement established in paragraph (A)(5) of this rule.

(C) The occupational therapy section shall conduct an audit of the continuing education records of not less than five percent of the licensees each renewal year.

(1) Licensees chosen for audit shall submit to the board by the date specified by the board copies of all records and documentation of the continuing education activities used to meet the requirements of paragraph (A) of this rule.

(2) Failure to provide proof of the required number of continuing education hours, in the appropriate categories, for the specified time period will result in the commencement of

disciplinary action.

(3) Failure to respond to or acknowledge receipt of an audit notice will result in the commencement of disciplinary action.

(D) An occupational therapist or occupational therapy assistant license shall not be renewed unless the licensee certifies that the individual completed the required number of continuing education hours specified in paragraph (A) of this rule.

A licensee who falsifies a renewal application may be disciplined by the occupational therapy section for violating section 4755.10 of the Revised Code.

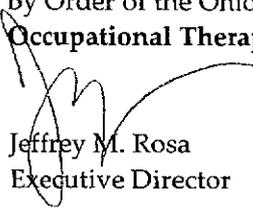
Hearing Procedures

Pursuant to section 119.07 of the Ohio Revised Code, you have the right to request a hearing on these charges, if your written request for a hearing is received by the Board office, located at 77 South High Street, 16th Floor, Columbus, OH 43215, within thirty (30) days of the mailing of this Notice. Further, you are advised that you are entitled to appear at such hearing in person, or by an attorney, or by such other representative who is permitted to practice before the agency. At the hearing, you may present evidence and examine witnesses appearing for or against you. Also, In lieu of personally appearing, you may present your positions, arguments or contentions in writing.

If you do not timely request such a hearing, the Board, upon consideration of the charges cited, may, in your absence, take such disciplinary action it deems appropriate. This action may include, but is not limited to, suspension or revocation of your license.

Please be advised that under section 4755.031 of the Ohio Revised Code, a person sanctioned under section 4755.11, 4755.47, 4755.482, or 4755.64 of the Revised Code shall pay a fee in the amount of the actual cost of the administrative hearing including the cost of the court reporter, the hearing officer, transcripts, and any witness fees for lodging and travel, as determined by the appropriate section of the board. The fee shall be collected by the appropriate section.

By Order of the Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board:
Occupational Therapy Section


Jeffrey M. Rosa
Executive Director

Certified Mail: 7003 0500 0002 4430 4897

Return Receipt Requested

cc: Yvonne Tertel, Principal Assistant Attorney General

Before The Ohio
Occupational Therapy, Physical Therapy and Athletic Trainers Board

Occupational Therapy Section

IN RE:

The eligibility of Amber D.
Schweickart, OT-006386, to retain her
license as an Occupational Therapist in
the State of Ohio

Case No: 07-031 OT

Consent Agreement

This Consent Agreement ("Agreement") is entered into by and between **AMBER D. SCHWEICKART**, ("**Schweickart**") and the OHIO OCCUPATIONAL THERAPY, PHYSICAL THERAPY AND ATHLETIC TRAINERS BOARD, OCCUPATIONAL THERAPY SECTION ("**Board**").

The Board is a state agency, charged with enforcing relevant provisions of Ohio Revised Code Chapter 4755 and all rules promulgated thereunder. **Schweickart** hereby enters into this Agreement being fully informed of her rights, including those under Chapter 4755 and Chapter 119, Ohio Revised Code, including the right to representation by counsel and an adjudication hearing.

In consideration of the forgoing and mutual promises hereinafter set forth, **Schweickart** and the Board hereby agree as follows:

Jurisdiction and Predicate Facts

1. The Ohio Occupational Therapy, Physical Therapy and Athletic Trainers Board, Occupational Therapy Section, is empowered by section 4755.11(A) of the Ohio Revised Code to suspend, revoke, or refuse to issue or renew an occupational therapist or occupational therapy assistant license, or reprimand, fine, or place a license holder on probation for any of the following:
 - (3) Violation of any lawful order or rule of the occupational therapy section;
 - (4) Obtaining or attempting to obtain a license or limited permit issued by the occupational therapy section by fraud or deception, including the making of a false, fraudulent, deceptive, or misleading statements in relation

to these activities;

(24) Failure to complete continuing education requirements as prescribed in rules adopted by the occupational therapy section under section 4755.06 of the Revised Code.

2. **Schweickart** currently holds a license to practice as an occupational therapist in the State of Ohio, and is subject to all laws and rules of Ohio regulating the practice of occupational therapy.
3. **Schweickart** was initially licensed as an occupational therapist in the State of Ohio on January 24, 2005.
4. On April 17, 2007, **Schweickart** falsified her online 2007 license renewal form by answering "YES" to question number one (1) in the continuing education section which asked: "Did you complete the required amount of continuing education?" Said conduct constitutes a violation of Ohio Revised Code Sections 4755.11(A)(4).
5. On July 26, 2007, **Schweickart** submitted verification of continuing education credits earned for the renewal period of July 1, 2005 through June 30, 2007, as a result of being randomly selected by the Board for a an audit for continuing education hours. A review of the information submitted revealed that **Schweickart** accounted for 17 of the 20 hours of continuing education required for her 2007 license renewal. Said conduct constitutes a violation of Ohio Revised Code Section 4755.11(A)(3) & (24) and Ohio Administrative Code rule 4755-9-01.

Admissions

1. **Schweickart** hereby admits and acknowledges that she has received proper notice of her right to a formal hearing pursuant to Ohio Revised Code Chapter 119.
2. **Schweickart** hereby knowingly waives all rights to a formal hearing in this matter, and agrees that this Agreement shall have the full force and effect of an Order duly entered in accordance with those procedures set forth in Ohio Revised Code Chapter 119 and Chapter 4755 relating to administrative proceedings.
3. **Schweickart** admits that the facts as set forth above are true and accurate and expressly waives all rights to challenge said facts.
4. **Schweickart** admits that the facts set forth above constitute a violation of

Ohio law thereby subjecting her to disciplinary action by the Board, pursuant to section 4755.11 of the Ohio Revised Code.

Terms

WHEREFORE, in consideration of the foregoing, and in lieu of any further disciplinary action, **Schweickart** and the Board, knowingly and voluntarily agree to the following terms:

1. **Schweickart** agrees that this Agreement serves as a written reprimand.
2. **Schweickart** shall pay a fine of \$100.00 within thirty (30) days of the effective date of the agreement. Acceptable forms of payment include cashier's check, business check, or money order. Payments should be made payable to "Ohio Treasurer Richard Cordray."
3. **Schweickart** shall satisfactorily complete 3 hours of continuing education for the July 1, 2005 through June 30, 2007 renewal period within (30) days of the ratification of this agreement. Verification of completion must be submitted to the attention of the Enforcement Division of the Board no later than (45) days after the ratification of this agreement. Hours earned for this term shall not be counted toward the 20 hours required for the July 1, 2007 through June 30, 2009 renewal period.
4. **Schweickart** agrees to be audited for continuing education credits for the 2009 renewal cycle.
5. **Schweickart** shall provide a copy of the consent agreement to any current and future employers during the term of this agreement. **Schweickart's** employer(s) must send written notification to the Enforcement Division indicating that they were provided with a copy of this agreement. **Schweickart** shall ensure that this notification by her employer is received within (30) days of the effective date of this agreement. If **Schweickart** changes employers during the course of this agreement, she shall ensure that notification by her new employer(s) is received within thirty (30) days of the start date of her new position.
6. **Schweickart** agrees to abide by all federal, state, and local laws, and all laws and rules governing the practice of occupational therapy in the State of Ohio.
7. Failure to abide by the terms of this Agreement shall constitute an actionable violation in and of itself without further proof and may subject **Schweickart** to any and all disciplinary remedies to the Occupational Therapy Section including, but not limited to, revocation.

8. **Schweickart** hereby releases the Ohio Occupational Therapy, Physical Therapy and Athletic Trainers Board, its members, employees, agents and officers jointly and severally from any and all liability from the within matter.
9. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code section 149.43.
10. All parties to this Agreement understand that this information will be sent to the Federal Department of Health and Human Services' Healthcare Integrity and Protection Data Bank (HIPDB), pursuant to 42 U.S.C. §1320a-7e(b), 5 U.S.C. §5525a, and 45 C.F.R. pt. 61
11. By her signature on this Agreement, **Schweickart** agrees that in the event the Board, in its discretion, does not approve this Agreement, this settlement offer is withdrawn and shall be of no evidentiary value and shall not be relied upon or introduced in any disciplinary action or appeal by either party. **Schweickart** agrees that should the Board reject this Agreement and if this case proceeds to hearing, she will assert no claim that the Board was prejudiced by its review and discussion of this Agreement or of any information relating thereto.
12. By adopting and executing this Agreement, the Board hereby acknowledges that this Agreement is a full and final settlement of the within matter and agrees that it will not pursue further action against **Schweickart** resulting from the aforementioned conduct.
13. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
14. This agreement will be deemed fulfilled when **Schweickart** successfully completes terms two (2), three (3), and five (5).

I, **AMBER D. SCHWEICKART**, have carefully read the above agreement and enter into it freely and voluntarily with full knowledge of its force and effect, and full knowledge of my rights under Ohio law. By executing this agreement, I recognize that if, in the discretion of the Board it appears that I have breached any terms or conditions of this consent agreement, the Board may initiate formal disciplinary proceedings which may be based solely upon a breach of the consent agreement. If the Board finds a breach of this consent agreement, it may impose any disciplinary remedy available under Ohio law.

The terms and conditions of this agreement shall not become effective until approved by the Board and executed pursuant to its approval.

Amber D. Schweickart

Amber D. Schweickart

10-18-07

DATE

N/A

Counsel to Amber D. Schweickart
(If represented)

DATE

Jeffrey M. Rosa

Jeffrey M. Rosa
Executive Director

1-10-08

DATE

Yvonne Tertel

Yvonne Tertel
Principal Assistant Attorney General

1/10/2008

DATE