Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board
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Governor
Bob Taft
Executive Director
Jeffrey M. Rosa

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

Occupational Therapy Section

IN RE:
The eligibility of Jennifer A. Ferguson to retain her license as an Occupational Therapist in the State of Ohio

Case No: 06-003 OT

Consent Agreement

This Consent Agreement ("Agreement") is entered into by and between **Jennifer A. Ferguson**, ("**Ferguson**") 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. **Ferguson** 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, **Ferguson** 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 4755.10(A) of the Ohio Revised Code to suspend, revoke, or refuse to issue or renew an occupational therapist or occupational therapist license, or reprimand or place a license holder on probation for any of the following:

   (2) Violation of any provision of sections 4755.01 to 4755.12 of the Revised Code;

2. **Ferguson** 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. **Ferguson** was initially licensed as an occupational therapist in the State of Ohio on October 28, 2005.

4. On or about January 30, 2006, **Ferguson**, in her capacity as an occupational therapist for Genesis Rehabilitation Services, while providing services at Tri-County Extended Care Center, 5200 Camelot Drive, Fairfield, OH, 45014 falsified patient records by creating occupational therapy documentation for services she did not provide. Said conduct constitutes a violation of Ohio Administrative Code 4755-7-08 (A)(5)(c) and (A)(6)(b).

Admissions

1. **Ferguson** 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.

2. **Ferguson** admits that the facts as set forth above are true and accurate and expressly waives all rights to challenge said facts.

3. **Ferguson** 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 4755.10 of the Ohio Revised Code.

Terms

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

1. Upon ratification of this consent agreement **Ferguson's** license to practice as an occupational therapist in the State of Ohio shall be immediately suspended for a period of fourteen (14) days. Said suspension shall commence the day following the ratification of this agreement.

2. **Ferguson** shall complete an ethics continuing education course. The course must be completed within 75 days of the effective date of this agreement, and documentation of completion must be submitted within 90 days of the effective date of this agreement. Proof of completion shall be submitted to the Enforcement Division of the Board office. The credit earned for this course cannot be applied to her next license renewal.

3. **Ferguson** must successfully pass the Ohio Occupational Therapy laws and rules examination. **Ferguson** may not use the Ohio Occupational Therapy laws and rules examination to fulfill term 2 of this agreement.

4. **Ferguson** 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.

5. Failure to abide by the terms of this Agreement shall constitute an actionable violation in and of itself without further proof and may subject **Ferguson** to any and all disciplinary remedies to the Occupational Therapy Section including,

but not limited to, revocation.

6. **Ferguson** 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.

7. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code section 149.43.

8. 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

9. By her signature on this Agreement, **Ferguson** 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. **Ferguson** 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.

10. 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 **Ferguson** resulting from the aforementioned conduct.

11. 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.

By her signature **Ferguson** acknowledges that she has carefully read the above Agreement and enters into it freely and voluntarily with full knowledge of its force and effect, and full knowledge of her rights under Ohio law. By executing this Agreement, **Ferguson** recognize that if, in the discretion of the Board it appears that she has breached any terms or conditions of this Agreement, the Board may initiate formal disciplinary proceedings which may be based solely upon a breach of the Agreement. If the Board finds a breach of this 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.

Jennifer Ferguson OBO

Jennifer Ferguson

9/6/06

DATE

Counsel to Jennifer Ferguson
(If represented)

DATE

Jeffrey M. Rosa
Executive Director

9-22-06

DATE

PR Casey IV

PR Casey, IV
Assistant Attorney General

9/22/06

DATE