

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

Occupational Therapy Section

Amber Lynn DeWeese
113 Bunker Hill Ct.
Pickerington, Ohio 43147

IN RE:

The eligibility of Amber Lynn DeWeese, OT-6678, to retain her license as an Occupational Therapist in the State of Ohio

Case No: OT FY10-006

Issue Date: September 21, 2009

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:

- (2) Violation of any provision of sections 4755.04 to 4755.13 of the Revised Code;
- (14) Working or representing oneself as an occupational therapist, occupational therapy assistant, occupational therapist limited permit holder, or occupational therapy assistant limited permit holder without a current and valid license or limited permit issued by the occupational therapy section;

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 reason:

Count 1

On July 1, 2, 6, 7, 8, 9, 13, 14, 15, 16, & 17, 2009, you engaged in the practice of occupational therapy, as that term is defined in section 4755.04(A) of the Ohio Revised Code, while working at Ohio Health, located at 180 E. Broad St., Columbus, Ohio 43215, when you did not hold a valid license to practice as an occupational therapist in the State of Ohio. Said conduct constitutes a violation of Ohio Revised Code sections 4755.11(A)(2) & (14), and 4755.05.

Ohio Revised Code section 4755.05 states:

No person who does not hold a current license or limited permit under sections 4755.04 to 4755.13 of the Revised Code shall practice or offer to practice occupational therapy, or use in connection with the person's name, or otherwise assume, use, or advertise, any title, initials, or description tending to convey the impression that the person is an occupational therapist or an occupational therapy assistant. No partnership, association, or corporation shall advertise or otherwise offer to provide or convey the impression that it is providing occupational therapy unless an individual holding a current license or limited permit under section 4755.04 to 4755.13 of the Revised Code is or will at the appropriate time be rendering the occupational therapy services to which reference is made.

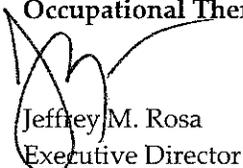
Hearing Procedures

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: 70041160000059224276

Return Receipt Requested

cc: Yvonne Tertel, Principal Assistant Attorney General

**Before The Ohio
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Occupational Therapy Section

IN RE:

The eligibility of Amber Lynn
DeWeese, OT-6678, to retain her
license as an Occupational Therapist in
the State of Ohio

Case No: OT FY10-006

Consent Agreement

This Consent Agreement ("Agreement") is entered into by and between **Amber Lynn DeWeese**, ("DeWeese") 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. **DeWeese** 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, **DeWeese** 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 therapist license, or reprimand, fine, or place a license holder on probation for any of the following:

(2) Violation of any provision of sections 4755.04 to 4755.13 of the Revised Code;

(14) Working or representing oneself as an occupational therapist, occupational therapy assistant, occupational therapist limited permit holder, or occupational therapy assistant limited permit holder without a current and valid license or limited permit issued by the occupational therapy section;

2. Ohio Revised Code section 4755.05 states:
"No person who does not hold a current license or limited permit under sections 4755.04 to 4755.13 of the Revised Code shall practice or offer to practice occupational therapy, or use in connection with the person's name, or otherwise assume, use, or advertise, any title, initials, or description tending to convey the impression that the person is an occupational therapist or an occupational therapy assistant. No partnership, association, or corporation shall advertise or otherwise offer to provide or convey the impression that it is providing occupational therapy unless an individual holding a current license or limited permit under section 4755.04 to 4755.13 of the Revised Code is or will at the appropriate time be rendering the occupational therapy services to which reference is made."
3. **DeWeese** was initially licensed as an occupational therapist in the State of Ohio on April 25, 2006.
4. **DeWeese's** license to practice as an occupational therapist expired on July 1, 2009.
5. On July 1, 2, 6, 7, 8, 9, 13, 14, 15, 16, & 17, 2009, **DeWeese** engaged in the practice of occupational therapy, as that term is defined in section 4755.04(A) of the Ohio Revised Code, while working at Ohio Health, located at 180 E. Broad St., Columbus, Ohio 43215, when she did not hold a valid license to practice as an occupational therapist in the State of Ohio. Said conduct constitutes a violation of Ohio Revised Code sections 4755.11(A)(2) & (14), and 4755.05.
6. **DeWeese's** license to practice as an occupational therapist was reinstated on July 20, 2009.
7. **DeWeese** 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.

Admissions

1. **DeWeese** 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. **DeWeese** 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. **DeWeese** admits that the facts as set forth above are true and accurate and expressly waives all rights to challenge said facts.
4. **DeWeese** admits that the facts set forth above constitute a violation of Ohio law thereby subjecting him 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, **DeWeese** and the Board, knowingly and voluntarily agree to the following terms:

1. **DeWeese** agrees that this Agreement serves as a written reprimand.
2. **DeWeese** 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 "Treasurer, State of Ohio."
3. **DeWeese** shall develop a Personal Plan of Action to ensure future compliance with occupational therapy renewal procedures. This plan shall address the occupational therapy renewal process and the importance of submitting a renewal application with the Board office by the prescribed date. **DeWeese** shall submit the plan within forty-five (45) days of the effective date of this consent agreement.
4. **DeWeese** shall provide a copy of the consent agreement to any current and future employers during the term of this agreement. **DeWeese's** employer(s) must send written notification on company letterhead to the Enforcement Division indicating that they were provided with a copy of this agreement. **DeWeese** shall ensure that this notification by his employer is received within (30) days of the effective date of this agreement. If **DeWeese** changes employers during the course of this agreement, she shall ensure that written notification by her new employer(s) is received within thirty (30) days of his start date.
5. **DeWeese** 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.
6. Failure to abide by the terms of this Agreement shall constitute an actionable violation in and of itself without further proof and may subject **DeWeese** to any and all disciplinary remedies to the Occupational Therapy Section including, but not limited to, revocation.

7. **DeWeese** 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.
8. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code section 149.43.
9. 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
10. By her signature on this Agreement, **DeWeese** 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. **DeWeese** 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.
11. 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 **DeWeese** resulting from the aforementioned conduct.
12. 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.

I, **Amber Lynn DeWeese**, 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.



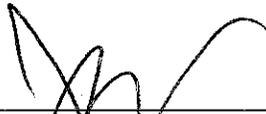
Amber Lynn DeWeese

10/9/09

DATE

Counsel to Amber Lynn DeWeese
(If represented)

DATE



Jeffrey M. Rosa
Executive Director

11-17-09

DATE



Yvonne Tertel
Principal Assistant Attorney General

11-17-2009

DATE



Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board

77 South High Street, 16th Floor
Columbus, Ohio 43215-6108

Governor
Ted Strickland
Executive Director
Jeffrey M. Rosa

January 6, 2010

Amber Lynn DeWeese, OT
113 Bunker Hill Ct
Pickerington, OH 43147

RE: Consent Agreement

Dear Ms. DeWeese:

This letter is to inform you that the Occupational Therapy Section of the Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board has released you from your consent agreement. After reviewing your file at the January 5, 2010 Occupational Therapy Section Enforcement meeting, it was determined that you have fulfilled all of the obligations listed in your consent agreement. As such, the employer notification requirement outlined in your consent agreement is no longer required. Please be aware that a record of this disciplinary action will be part of your permanent record.

Your cooperation with the Board and our staff is appreciated.

Sincerely,

OCCUPATIONAL THERAPY, PHYSICAL THERAPY, AND
ATHLETIC TRAINERS BOARD - **Occupational Therapy Section**

Lisa S. Ratinaud, M.S.A.
Enforcement Division Supervisor