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

## Occupational Therapy Section

Mirna Monroy-Cubie
1006A Oak St. Ext
Mt. Vernon, Ohio 43050

IN RE:
The eligibility of Mirna Monroy-Cubie, OTA-03514, to retain her license as an Occupational Therapy Assistant in the State of Ohio

Case No: OT FY10-015

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 therapy assistant license, or reprimand, fine, or place you on probation for the following reason:

### Count 1

> On July 1st and 2nd, 2009, you engaged in the practice of occupational therapy, as that term is defined in section 4755.04(A) of the Ohio Revised Code, as an employee of PT Services Rehabilitation, (2550 SR 100, Tiffin, Ohio, 44883), while working at Morrow County Hospital, located at 651 W. Marion Rd, Mt. Gilead, Ohio 43338, when you did not hold a valid occupational therapy assistant license. 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: 70041160000059224313
**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 Mirna Monroy-Cubie,
OTA-03514, to retain her license as an
Occupational Therapy Assistant in the
State of Ohio

Case No: OT FY10-015

## Consent Agreement

This Consent Agreement ("Agreement") is entered into by and between **Mirna Monroy-Cubie**, ("**Monroy-Cubie**") 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. **Monroy-Cubie** 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, **Monroy-Cubie** 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:

   (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. **Monroy-Cubie** was initially licensed as an occupational therapy assistant in the State of Ohio on February 16, 2006.

4. **Monroy-Cubie's** license to practice as an occupational therapist expired on July 1, 2009.

5. On July 1st and 2nd, 2009, **Monroy-Cubie** engaged in the practice of occupational therapy, as that term is defined in section 4755.04(A) of the Ohio Revised Code, as an employee of PT Services Rehabilitation, (2550 SR 100, Tiffin, Ohio, 44883), while working at Morrow County Hospital, located at 651 W. Marion Rd, Mt. Gilead, Ohio 43338, when she did not hold a valid occupational therapy assistant license. Said conduct constitutes a violation of Ohio Revised Code sections 4755.11(A)(2) & (14), and 4755.05.

6. **Monroy-Cubie's** license to practice as an occupational therapy assistant was reinstated on July 24, 2009.

7. **Monroy-Cubie** currently holds a license to practice as an occupational therapy assistant in the State of Ohio, and is subject to all laws and rules of Ohio regulating the practice of occupational therapy.

## Admissions

1. **Monroy-Cubie** 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. **Monroy-Cubie** 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. **Monroy-Cubie** admits that the facts as set forth above are true and accurate and expressly waives all rights to challenge said facts.

4. **Monroy-Cubie** 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, **Monroy-Cubie** and the Board, knowingly and voluntarily agree to the following terms:

1. **Monroy-Cubie** agrees that this Agreement serves as a written reprimand.

2. **Monroy-Cubie** 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. **Monroy-Cubie** shall develop a Personal Plan of Action to ensure future compliance with occupational therapy licensing and renewal procedures. This plan shall address how **Monroy-Cubie** intends to keep a current and valid license in accordance with license renewal procedures. **Monroy-Cubie** shall submit the plan within forty-five (45) days of the effective date of this consent agreement.

4. **Monroy-Cubie** shall provide a copy of the consent agreement to any current and future employers during the term of this agreement. **Monroy-Cubie'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. **Monroy-Cubie** shall ensure that this notification by her employer is received within (30) days of the effective date of this agreement. If **Monroy-Cubie** 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 her start date.

5. **Monroy-Cubie** 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 **Monroy-Cubie** to any and all disciplinary remedies to the Occupational

Therapy Section including, but not limited to, revocation.

7. **Monroy-Cubie** 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, **Mon roy-Cubie** 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. **Monroy-Cubie** 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 **Monroy-Cubie** 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, **Mirna Monroy-Cubie**, 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.

**Mirna Monroy-Cubie**

10/10/09

DATE

**Jeffrey M. Rosa**
Executive Director

11/7/09

DATE

Counsel to Mirna Monroy-Cubie
(If represented)

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*

March 5, 2010

Mirna Monroy-Cubie, OTA 3514
1006 A Oak Street Ext
Mount Vernon, OH 43050

RE: Consent Agreement

Dear Ms. Monroy-Cubie:

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 March 4, 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,
OHIO OCCUPATIONAL THERAPY, PHYSICAL THERAPY, AND
ATHLETIC TRAINERS BOARD - **Occupational Therapy Section**

Lisa Ratinaud

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

**PLEASE RETAIN THIS LETTER FOR YOUR RECORDS**

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

## Occupational Therapy Section

Mirna Monroy-Cubie
610 Oakland Hills Dr. Apt. 201
Arnold, MD 21012

IN RE:
The eligibility of Mirna Monroy-Cubie, OTA.03514, to retain her license as an Occupational Therapy Assistant in the State of Ohio

Case No: OT FY13-024

Issue Date: March 1, 2013

## 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;

(3) Violation of any lawful order or rule of the occupational therapy section;

(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 therapy assistant license, or reprimand, fine, or place you on probation for the following reasons:

### Count 1

On August 13, 2012 **Monroy-Cubie** submitted verification of continuing education credits earned for the reporting period of July 1, 2010 through June 30, 2012, as a result of being selected by the Board for an audit for continuing education hours. A review of the information submitted revealed that **Monroy-Cubie** accounted for 15 of the 20 hours required for her 2012 license renewal. Said conduct constitutes a violation of the Ohio

Revised Code sections 4755.11 (A)(2), (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 4755.06 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) If the license was valid for a period of twelve months or less, the licensee shall complete ten contact hours of continuing education within the renewal cycle, including one contact hour of ethics pursuant to paragraph (A)(5) of this rule. The category limits contained in paragraph (B) of this rule do not apply if the license was valid for twelve months or less.

(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 completing an acceptable activity outlined in paragraph (B) of this rule that contains at least one hour addressing professional ethics. In addition, any presentation by the occupational therapy section meets the ethics requirement.

(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 unofficial college or university transcript. An official college or university transcript may be requested at the discretion of the Occupational Therapy Section. 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, multi-media, or Internet based activities, 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/or 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 therapists 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) Jurisprudence examination. One contact hour may be earned for completing and passing the Ohio occupational therapy jurisprudence 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.

(13) Mentorship. Continuing education credit can be earned by mentoring a student completing a graduate level research/capstone project at an ACOTE accredited entry-level or a post-professional occupational therapist education program. One contact hour may be earned for every eighty hours of mentorship completed, with a maximum of four contact hours per renewal cycle. Proof of mentorship will be a certificate from the student's school and a time log documenting the mentor's activities and the time spent completing those

activities. Faculty members mentoring students enrolled in the faculty member's own program are not eligible for continuing education credit for mentorship.

(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 4755.11 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: 7011-1150-0001-6788-9001; 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 Mirna Monroy-Cubie,
OTA. 03514, to retain her license as an
Occupational Therapy Assistant in the
State of Ohio

Case No: OT FY13-024

## Consent Agreement

This CONSENT AGREEMENT constitutes an Adjudication Order within the meaning of Section 119.01(D) of the Ohio Revised Code. This Consent Agreement ("Agreement") is entered into by and between **Mirna Monroy-Cubie** ("**Monroy-Cubie**") 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. **Monroy-Cubie** 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, **Monroy-Cubie** 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 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;

   (3) Violation of any lawful order or rule of the occupational therapy section;

   (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. **Monroy-Cubie** was initially licensed as an occupational therapy assistant in the State of Ohio on February 16, 2006.

3. On August 13, 2012 **Monroy-Cubie** submitted verification of continuing education credits earned for the reporting period of July 1, 2010 through June 30, 2012, as a result of being selected by the Board for an audit for continuing education hours. A review of the information submitted revealed that **Monroy-Cubie** accounted for 15 of the 20 hours required for her 2012 license renewal. Said conduct constitutes a violation of Ohio Revised Code sections 4755.11 (A)(2), (3), & (24), and Ohio Administrative Code rule 4755-9-01.

4. **Monroy-Cubie** currently holds a license to practice as an occupational therapy assistant in the State of Ohio, and is subject to all laws and rules of Ohio regulating the practice of occupational therapy.

## Admissions

1. **Monroy-Cubie** 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. **Monroy-Cubie** 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. **Monroy-Cubie** admits that the facts as set forth above are true and accurate and expressly waives all rights to challenge said facts.

4. **Monroy-Cubie** 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, **Monroy-Cubie** and the Board, knowingly and voluntarily agree to the following terms:

1. **Monroy-Cubie** agrees that this Agreement serves as a written reprimand.

2. **Monroy-Cubie** shall pay a fine of **$250.00.** This fine shall be paid within (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 of State."**

3. **Monroy-Cubie** shall satisfactorily complete 5 hours of continuing education for the July 1, 2010 through June 30, 2012 renewal period within thirty (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 than forty-five (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, 2012 through June 30, 2014 renewal period.

4. **Monroy-Cubie** shall provide a copy of the consent agreement to any current and future employers during the term of this agreement. **Monroy-Cubie'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. **Monroy-Cubie** shall ensure that this notification by her employer is received within (30) days of the effective date of this agreement. If **Monroy-Cubie** 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 her start date of her new position. **If Monroy-Cubie is not employed during the thirty (30) days of the effective date of this agreement, she shall submit a statement to that effect to the Enforcement Division of the Board.**

5. **Monroy-Cubie** agrees to be audited for continuing education credits for the 2014 renewal cycle. When audited, **Monroy-Cubie** must submit twenty (20) hours of continuing education, which must include one (1) hour of ethics.

6. **Monroy-Cubie** 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 **Monroy-Cubie** to any and all disciplinary remedies to the Occupational Therapy Section including, but not limited to, revocation.

8. **Monroy-Cubie** 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, **Monroy-Cubie** 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. **Monroy-Cubie** 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 **Monroy-Cubie** 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.

I, **Mirna Monroy-Cubie**, 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.

**Mirna Monroy-Cubie**

5/18/2013
DATE

Counsel to Mirna Monroy-Cubie
(If represented)

DATE

**Jeffrey M. Rosa**
Executive Director

7-24-13
DATE

**Yvonne Tertel**
Principal Assistant Attorney General

7/24/2013
DATE

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

## Occupational Therapy Section

Mirna Monroy-Cubie
3628 Robin Air Ct
Pasadena, MD 21122

IN RE:
The eligibility of Mirna Monroy-Cubie, OTA.03514, to retain her license as an Occupational Therapy Assistant in the State of Ohio

Case No: OT FY 14-011

Issue Date: December 11, 2013

## 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;

(19)(a) Except as provided in division (A)(19)(b) of this section, failure to cooperate with an investigation conducted by the occupational therapy section, including failure to comply with a subpoena or orders issued by the section or failure to answer truthfully a question presented by the section at a deposition or in written interrogatories.

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 therapy assistant license, or reprimand, fine, or place you on probation for the following reason:

### Count 1

As a result of your 2012 continuing education deficiency, you entered into a consent agreement with the Occupational Therapy Section of the Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board on July 24, 2013 (See Exhibit 1). After multiple attempts from the Enforcement Division Staff to discuss your lack of compliance, you have failed to comply with the terms of your agreement; therefore, you

are in violation of term two (2) and four (4) of the consent agreement. Said conduct constitutes a violation of the Ohio Revised Code section 4755.11 (A)(3) and (19)(a).

## 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: 7011 1150 0001 6788 7755
**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 Mirna Monroy-Cubie, OTA. 03514, to retain her license as an Occupational Therapy Assistant in the State of Ohio

Case No: OT FY13-024

## Consent Agreement

This CONSENT AGREEMENT constitutes an Adjudication Order within the meaning of Section 119.01(D) of the Ohio Revised Code. This Consent Agreement ("Agreement") is entered into by and between **Mirna Monroy-Cubie** ("**Monroy-Cubie**") 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. **Monroy-Cubie** 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, **Monroy-Cubie** 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 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;

   (3) Violation of any lawful order or rule of the occupational therapy section;

   (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. **Monroy-Cubie** was initially licensed as an occupational therapy assistant in the State of Ohio on February 16, 2006.

STATE'S EXHIBIT 1

3. On August 13, 2012 **Monroy-Cubie** submitted verification of continuing education credits earned for the reporting period of July 1, 2010 through June 30, 2012, as a result of being selected by the Board for an audit for continuing education hours. A review of the information submitted revealed that **Monroy-Cubie** accounted for 15 of the 20 hours required for her 2012 license renewal. Said conduct constitutes a violation of Ohio Revised Code sections 4755.11 (A)(2), (3), & (24), and Ohio Administrative Code rule 4755-9-01.

4. **Monroy-Cubie** currently holds a license to practice as an occupational therapy assistant in the State of Ohio, and is subject to all laws and rules of Ohio regulating the practice of occupational therapy.

## Admissions

1. **Monroy-Cubie** 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. **Monroy-Cubie** 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. **Monroy-Cubie** admits that the facts as set forth above are true and accurate and expressly waives all rights to challenge said facts.

4. **Monroy-Cubie** 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, **Monroy-Cubie** and the Board, knowingly and voluntarily agree to the following terms:

1. **Monroy-Cubie** agrees that this Agreement serves as a written reprimand.

2. **Monroy-Cubie** shall pay a fine of **$250.00.** This fine shall be paid within (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 of State."**

3. **Monroy-Cubie** shall satisfactorily complete 5 hours of continuing education for the July 1, 2010 through June 30, 2012 renewal period within thirty (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 than forty-five (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, 2012 through June 30, 2014 renewal period.

4. **Monroy-Cubie** shall provide a copy of the consent agreement to any current and future employers during the term of this agreement. **Monroy-Cubie'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. **Monroy-Cubie** shall ensure that this notification by her employer is received within (30) days of the effective date of this agreement. If **Monroy-Cubie** 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 her start date of her new position. **If Monroy-Cubie is not employed during the thirty (30) days of the effective date of this agreement, she shall submit a statement to that effect to the Enforcement Division of the Board.**

5. **Monroy-Cubie** agrees to be audited for continuing education credits for the 2014 renewal cycle. When audited, **Monroy-Cubie** must submit twenty (20) hours of continuing education, which must include one (1) hour of ethics.

6. **Monroy-Cubie** 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 **Monroy-Cubie** to any and all disciplinary remedies to the Occupational Therapy Section including, but not limited to, revocation.

8. **Monroy-Cubie** 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, **Monroy-Cubie** 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. **Monroy-Cubie** 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 **Monroy-Cubie** 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.

MAY 2 4 2013

I, **Mirna Monroy-Cubie**, 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.

**Mirna Monroy-Cubie**

5/18/2013
DATE

Counsel to Mirna Monroy-Cubie
(If represented)

DATE

**Jeffrey M. Rosa**
Executive Director

7-24-13
DATE

**Yvonne Tertel**
Principal Assistant Attorney General

7/24/2013
DATE

## Before the Ohio
## Occupational Therapy, Physical Therapy, and Athletic Trainers Board

## Occupational Therapy Section

In Re:
The eligibility of Mirna Monroy-Cubie, OTA.03514 to retain her license as an Occupational Therapy Assistant in the state of Ohio.

Case Number: OT FY14-011

## Adjudication Order

This matter came for hearing before the Occupational Therapy Section of the Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board (hereinafter "Board") on the 6th of March, 2014.

The State was represented by Principal Assistant Attorney General Yvonne Tertel.

Mirna Monroy-Cubie (hereinafter "Monroy-Cubie") was not present.

The State presented an affidavit from Lisa Ratinaud and the following exhibits:

**Exhibit A:** A copy of the 'Credential View Screen' for Monroy-Cubie indicating her licensure status as an occupational therapy assistant.

**Exhibit B:** A copy of the Consent Agreement signed by Monroy-Cubie and accepted by the Board on July 24, 2013.

**Exhibit C:** A copy of the instruction letter and executed Consent Agreement mailed to Monroy-Cubie on July 26, 2013.

**Exhibit D:** A copy of the Notice of Opportunity for Hearing sent to Monroy-Cubie via certified mail on December 11, 2013.

**Exhibit D1:** A copy of the certified mail receipt that was signed for on an undocumented date.

**Exhibit E:** A copy of the scheduling letter sent to Monroy-Cubie on January 29, 2014, via ordinary mail, advising her of the March 6, 2014 affidavit proceedings.

After review of the evidence and testimony, the Board makes the following findings of fact:

1. The Board has proper jurisdiction over this matter.

2. Monroy-Cubie did not comply with the terms of the Consent Agreement she entered into with the Board on July 24, 2013. Specifically, Monroy-Cubie has not paid her $250.00 fine, nor had her employer send written notification on company letterhead to the Enforcement Division indicating that they were provided with a copy of the Consent Agreement.

3. Monroy-Cubie has failed to cooperate with the board investigation by failing to follow through with statements made during a telephone conversation with the Board's Enforcement Staff, and for failing to return/respond to Enforcement Division contact.

4. The Board sent the Notice of Opportunity for Hearing on December 11, 2013, via certified mail, pursuant to Revised Code section 119.07. This Notice was signed for on an undocumented date. The Notice informed Monroy-Cubie of the Board's intent to take disciplinary action against her license as an occupational therapy assistant in the state of Ohio for violation of Ohio Revised Code sections 4755.11 (A)(3) and (A)(19)(a).

5. Monroy-Cubie did not request a hearing on the aforementioned charge.

After review of the evidence and testimony, the Board makes the following conclusion of law:

1. Monroy-Cubie was properly served with the notice of opportunity for hearing pursuant to Revised Code section 119.07.

2. Monroy-Cubie violated Ohio Revise Code sections 4755.11 (A)(3) and (A)(19)(a).

Wherefore, based on the evidence and the above findings, it is the conclusion of the Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board, Occupational Therapy Section, that Monroy-Cubie violated Ohio Revised Code section 4755.11 (A)(3) and (A)(19)(a).

At the March 6, 2014 hearing, a vote was taken which resulted in the adoption of the following order:

**Therefore, it is the order of the Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board, Occupational Therapy Section, that the license of Mirna Monroy-Cubie as an Occupational Therapy Assistant in the state of Ohio is REVOKED. This revocation shall commence immediately.**

**Within ten (10) days from the effective date of your license revocation date, you shall surrender to the Board office all evidence of your license, including your wall certificate. All evidence shall be sent to the attention of the Enforcement Division of the Board.**

## TIME AND METHOD TO PERFECT AN APPEAL

Ohio Revised Code Section 119.12 may authorize an appeal from this Order. Such an appeal must be commenced by the filing of a Notice of Appeal with the Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board and in the court of common pleas of the county in which the place of business of the licensee is located or the county in which the licensee is a resident. If the party appealing from the order is not a resident of and has no place of business in this state, the party may appeal to the court of common pleas of Franklin County, Ohio. The Notice of Appeal must set forth the order appealed from and state that the agency's order is not supported by reliable, probative, and substantial evidence and is not in accordance with law. The Notice of Appeal may, but need not, set forth the specific grounds of the party's appeal beyond the statement that the agency's order is not supported by reliable, probative, and substantial evidence and is not in accordance with law. Both Notices of Appeal must be filed with the Board and the applicable court within fifteen days after mailing of this notice of the agency's order, and in accordance with the provisions of Ohio Revised Code section 119.12.

**By order of the Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board, Occupational Therapy Section.**

Jeffrey M. Rosa, Executive Director

3-14-14

Date

# CERTIFICATION

The State of Ohio,
County of Franklin, SS

I, the undersigned Executive Director for the Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board, hereby certify that the foregoing is a true and exact reproduction of the original Order of the Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board, Occupational Therapy Section entered on its journal, on the 6th day of March, 2014.

Jeffrey M. Rosa, Executive Director

Date