

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

Physical Therapy Section

Lisa K. Keck
P.O. Box 141
Celina, OH 45822

IN RE:

The eligibility of Lisa K. Keck to renew
her license as a Physical Therapist
Assistant in the State of Ohio

Case No: 06-003 PT

Issue Date: January 31, 2006

"AMENDED" Notice of Opportunity for a Hearing

Introduction and Jurisdiction

Section 4755.47(A) of the Ohio Revised Code authorizes the Board to refuse to grant a license to an applicant for an initial or renewed license as a physical therapist or physical therapist assistant or, by vote of at least five members, may suspend or revoke the license of a physical therapist or physical therapist assistant or reprimand or place a license holder on probation, on any of the following grounds:

- (2) Habitual indulgence in the use of controlled substances, other habit-forming drugs, or alcohol to an extent that affects the individual's professional competency;

- (2) Conviction of a felony or a crime involving moral turpitude, regardless of the state or country in which the conviction occurred;

In accordance with Chapter 119 and section 4755.47 of the Ohio Revised Code, you are hereby notified that the Physical Therapy Section of the Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board (hereinafter, "Board") intends to determine whether or not to renew your physical therapist assistant license for one or more of the following reason(s):

Count 1

On or about March 21, 2005 and November 23, 2005, while under the supervision of Mercer County, Ohio Common Pleas Court, you tested positive for cocaine. Said conduct constitutes a violation of Ohio Revised Code section 4755.47(A)(1).

Count 2

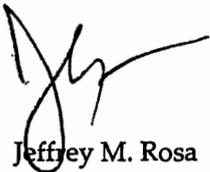
On or about May 20, 2005 in Mercer County, Ohio Common Pleas Court, you were convicted of possession of drugs, a felony of the fifth degree. Said conduct constitutes a violation of Ohio Revised Code section 4755.47(A)(2).

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 within thirty (30) days of the mailing of this Notice. 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, refusal to renew your physical therapist assistant license.

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.

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



Jeffrey M. Rosa
Executive Director

cc: Steven McGann, Assistant Attorney General

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

Lisa K. Keck
P.O. Box 5305
Lima, OH 45802

IN RE:

The eligibility of Lisa K. Keck PTA
2804 to retain her State of Ohio
Physical Therapist Assistant license

Consent Agreement

This Consent ("Agreement") is entered into by and between Lisa K. Keck, ("Keck") and the OHIO OCCUPATIONAL THERAPY, PHYSICAL THERAPY, AND ATHLETIC TRAINERS BOARD, PHYSICAL 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. Keck 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, Keck and the Board hereby agree as follows:

Jurisdiction and Predicate Facts

1. Section 4755.47(A) of the Ohio Revised Code authorizes the Board to refuse to grant a license to an applicant for an initial or renewed license as a physical therapist or physical therapist assistant or, by vote of at least five members, may suspend or revoke the license of a physical therapist or physical therapist assistant or reprimand or place a license holder on probation, on any of the following grounds:
 - (1) Habitual indulgence in the use of controlled substances, other habit-forming drugs, or alcohol to an extent that affects the individual's professional competency;
 - (2) Conviction of a felony or a crime involving moral turpitude,

regardless of the state Or country in which the conviction occurred;

- 2. Keck currently holds a license to practice as a physical therapist assistant in the State of Ohio, and is subject to all laws and rules of Ohio regulating the practice of physical therapy.
- 3. Keck has been licensed as a physical therapist assistant in the State of Ohio since August 9, 1995.
- 4. On or about March 21, 2005 and November 23, 2005, while under the supervision of Mercer County, Ohio Common Pleas Court, Keck tested positive for cocaine. Said conduct constitutes a violation of Ohio Revised Code section 4755.47(A)(1).
- 5. On or about May 20, 2005 in Mercer County, Ohio Common Pleas Court, Keck were convicted of possession of drugs, a felony of the fifth degree. Said conduct constitutes a violation of Ohio Revised Code section 4755.47(A)(2).

Admissions

- 1. Keck 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. Keck hereby knowingly waives all rights to a formal hearing in this matter, and agrees that this Consent 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. Keck admits that the facts as set forth above are true and accurate and expressly waives all rights to challenge said facts.
- 4. Keck 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 4755.47 of the Ohio Revised Code.

Terms

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

- 1. Keck must have a comprehensive chemical dependency evaluation by a Licensed Independent Chemical Dependency Counselor (LICDC) or its'

equivalent as determined by the Physical Therapy Investigative Committee. It is Keck's responsibility to sign any releases and ensure that the counselor submits a report to the Enforcement Division of the board office. Said report must include, but is not limited to, Keck's current chemical dependency status, diagnosis, treatment recommendations, his/her professional opinion regarding Keck's fitness to practice as a physical therapist assistant, and if necessary, recommendations for license restrictions. Keck must comply with all recommendations outlined in the report.

1a. The Board reserves the right to institute license restrictions based on the findings in the evaluation.

- 2. Keck will be authorized to work as a physical therapist assistant in Ohio upon receipt of a chemical dependency evaluation indicating that Keck is safe to practice as a physical therapist assistant.

If the counselor recommends license restrictions, Keck's evaluation and request to return to practice will be reviewed by the Board at their next scheduled meeting.

- 3. Keck must abide by the terms of her probation as outlined by the Court of Common Pleas, Mercer County, Ohio on February 1, 2006. Keck shall ensure that her probation officer submits a monthly report to the Enforcement Division of the board by the first day of each month throughout the course of her probation. Said report must include, but is not limited to, any violations of probation that have occurred, dates of urine screenings and their results, dates of counseling sessions and other educational/training programs at the Gateway Outreach Center, meeting dates with her probation officer, and any other information regarding the current status of Keck with the Court of Common Pleas, Mercer County, Ohio. Keck shall sign any and all releases required for the exchange of information between the board and her probation officer.

3a. The Board reserves the right to initiate disciplinary proceedings against Keck based on the findings in the reports.

- 4. Keck will be required to submit to five or ten panel urine screenings, breath tests and/or blood tests used to detect drugs and/or alcohol at the request of the board. Such screenings/tests shall be conducted within twelve (12) hours notice being given to Keck; notice by the Enforcement Division of the board may be communicated via telephone, in person, or by certified mail. Keck shall ensure that all screening/test reports are forwarded directly to the Enforcement Division of the board office by the entity conducting the screening/test.

Keck may suggest a screening/testing facility to be utilized, with the board retaining full rights to reject the chosen facility. If the facility is rejected,

the board retains the full right to assign Keck to a specific screening/testing facility. The chosen facility must comply with the following terms:

- a. An approved medical facility.
- b. A facility employee must directly observe the specimen collection for any urine test that is performed.
- c. The screening/testing results must be sent directly to the board office.

All costs associated with screening/testing are at the expense of Keck. If the screening/testing is not performed as mandated by the board, disciplinary proceedings will be initiated against Keck's license.

If the screen and/or test are not performed as mandated by the board, Keck will be in violation of her consent agreement, and subject to disciplinary action.

- 4a. The Board reserves the right to initiate disciplinary proceedings against Keck if the findings of the screen and/or test are positive.
5. Keck shall notify the Enforcement Division of the board via telephone, within twenty-four (24) hours, if she is arrested, indicted, or convicted of any misdemeanor or felony offense by any state, federal, county, or municipal law enforcement agency.
6. Keck shall notify the board, in writing, within twenty-four (24) hours of securing employment as a physical therapist assistant, and any changes in employers that occur. Notification shall include: facility name, address, telephone number and name/license number of her supervising physical therapist. Information shall be faxed to (614) 995-0816 to the attention of the Enforcement Division.
7. Keck shall notify any and all employers of this monitoring agreement by providing them a copy of the entire agreement prior to engaging in the practice of physical therapy.
8. Keck shall notify the board, in writing, of any change of residence within twenty-four (24) hours of said change. Information shall be faxed to (614) 995-0816 to the attention of the Enforcement Division.
9. This agreement will remain in force for an indefinite period of time. Upon completion of probation with the Court of Common Pleas, Mercer County, Ohio, Keck may submit a written request to the board requesting to be release from this agreement. The Board will make a determination at their next scheduled meeting as to whether or not Keck has fulfilled the terms of the conditional license agreement.
10. Keck agrees to abide by all federal, state, and local laws, and all laws and

rules governing the practice of physical therapy in the State of Ohio.

11. Failure to abide by the terms of this agreement shall constitute an actionable violation in and of itself without further proof and may subject Keck to any and all disciplinary remedies available to the Physical Therapy Section including, but not limited to, revocation.
12. Keck 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.
13. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code section 149.43.
14. 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.
15. By her signature on this consent agreement, Keck agrees that in the event the Board, in its discretion, does not approve this consent 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. Keck agrees that should the Board reject this consent 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 consent agreement or of any information relating thereto.
16. By adopting and executing this consent agreement, the Board hereby acknowledges that this consent agreement is a full and final settlement of the within matter and agrees that it will not pursue further action against Keck resulting from the aforementioned conduct.
17. 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 Keck 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, Keck 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.

Lisa K. Keck

Lisa K. Keck

06-12-06

DATE

Counsel to Lisa K. Keck
(If represented)

DATE

Jeffrey M. Rosa

Jeffrey M. Rosa
Executive Director

6-15-06

DATE

Steven McGann

Steven McGann
Assistant Attorney General

6-15-06

DATE

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