

Before the

**N.H. Occupational Therapy Governing Board
Office of Allied Health Professionals
Concord, New Hampshire 03301**

**In the Matter of:
Janet E. Wright, OT**

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of occupational therapy, the New Hampshire Board of Occupational Therapy ("Board") and Janet E. Wright, OT ("Respondent") agree to settle certain allegations of the unlicensed practice of occupational therapy now pending before the Board in accordance with the following terms and conditions:

1. The Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by occupational therapists who are its licensees pursuant to RSA 328-F: 23, I, 328-F: 24 and 328-F: 25, I. The Board may dispose of any such allegations by settlement and without commencing or completing a disciplinary hearing pursuant to RSA 328-F: 25, III and Ahp 205.02 (i).
2. The Board first granted Respondent a license to practice occupational therapy in the State of New Hampshire on September 10, 1997. Respondent holds license number 1105.
3. On April 4, 2011, the Board received client files allegedly abandoned by Respondent when she and her business vacated an office location.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's vacation of the premises.

5. The Board's investigation revealed and Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel ^{would} present evidence sufficient to support a finding of professional misconduct in violation of RSA 328-F:23, II(a) by the following facts:

- A. Respondent was the owner and manager of Kidz Play Pediatric Therapy and Wellness Center, LLC ("Kidz Play"). The day after Kidz Play left its Concord location, an employee of the property owner found approximately thirteen client files in the premises. The employee delivered the files to the Board's office later that day.
- B. The Board commenced an investigation and requested a response from Respondent. In her April 21, 2011 response ("Response") she states, "We did begin to vacate the premises on Sunday April 3, 2011 and continued moving items out of the building until 2 a.m. as were only given that deadline." Licensee further explains that when the files were discovered the next day, she had not finished vacating the premises, as there was furniture yet to "be loaded" and other "equipment that needs to be removed from the location." Respondent states that at the time the files were found she still had a set of keys and "a final walkthrough was waiting to be completed."
- C. Respondent's vacation of the premises was ordered by the Concord District Court in the context of an eviction proceeding commenced by the property owner. The court ordered Respondent to vacate the premises by April 2,

2011. In her response, Respondent states that she began vacating on April 3 and continued into the early morning of April 4.

- D. The property owner changed the locks soon after Respondent left the premises. The property owner maintains that no final walk-through was planned and Respondent did not arrange to retrieve any items left behind or do a final walk-through.
- E. Respondent had neither physical access nor legal access to the premises after the locks were changed.
- F. Respondent's statements to the Board that she had not fully vacated the premises and that she intended to return to retrieve furniture/equipment and do a final walk-through were made negligently. This information is material.

6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct Respondent violated RSA 328-F:23, II(a), which provides that professional misconduct includes "negligently providing inaccurate material information to the board."

7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as an occupational therapist in the State of New Hampshire.

8. Respondent consents to the following disciplinary action by the Board pursuant to RSA 328-F: 23, V:

- A. Respondent is hereby REPRIMANDED;

- B. Respondent is assessed an ADMINISTRATIVE FINE in the amount of two hundred fifty dollars (\$250), which shall be made in the form of a money order or bank check made payable to "Treasurer, State of New Hampshire" and delivered to the Board's office at 2 Industrial Park Drive, Concord, New Hampshire within thirty (30) days of the effective date of this Settlement Agreement.
- C. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of this Settlement Agreement to any current employer for whom Respondent performs services as an occupational therapist or work which requires specialized training in occupational therapy or an occupational therapy license, or which directly or indirectly involves patient care and to any agency or authority which licenses, certifies or credentials occupational therapists with which Respondent is presently affiliated.
- D. For a continuing period of one (1) year from the effective date of this agreement, Respondent shall furnish a copy of this Settlement Agreement to any employer to which Respondent may apply for work as an occupational therapist or for work in any capacity which requires occupational therapy training, or license or directly or indirectly involves patient care and to any agency or authority that licenses, certifies or credentials occupational therapists to which Respondent may apply for any such professional privileges or recognition.

9. Respondent's breach of any terms or conditions of this Settlement Agreement shall constitute unprofessional conduct pursuant to RSA 328-F: 23, IV(d) and a separate and sufficient basis for further disciplinary action.

10. Except as provided herein, this Settlement Agreement shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future. Any future discipline by the Board could include license suspension or revocation.

11. This Settlement Agreement shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.

12. Respondent voluntarily enters into and signs this Settlement Agreement and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.

13. The Board agrees that in return for Respondent executing this agreement, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.

14. Respondent understands that her action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.

15. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this agreement.

16. Respondent understands that the Board must review and accept the terms of this agreement. If the Board rejects any portion, the entire agreement shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this agreement have prejudiced her right to a fair and impartial hearing in the future if the Board does not accept this agreement.

17. Respondent is not under the influence of any drugs or alcohol at the time she signs this agreement.

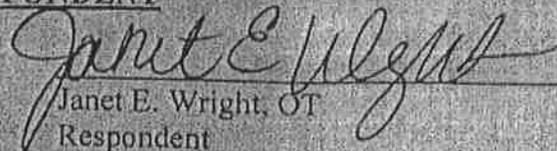
18. Respondent certifies that she has read this document entitled Settlement Agreement. Respondent understands that she has the right to a formal adjudicatory hearing concerning the matters stated herein and that at said hearing she would possess the rights to confront and cross examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations to present oral argument and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this agreement she waives these rights as they pertain to the misconduct described herein.

19. This Settlement Agreement shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR THE RESPONDENT

Date:

6/22/2012


Janet E. Wright, OT
Respondent

Date:

Michael S. McGrath, Esq.
Counsel for Respondent

*New Hampshire Occupational Therapy Governing Board
In the Matter of Janet E. Wright, OT
Settlement Agreement*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

FOR THE BOARD*

Date: August 9, 2012

Tina M Kelley
(Signature)

TINA M Kelley
(Print or Type Name)
Authorized Representative of the
New Hampshire Occupational
Therapy Governing Board

* Board Member(s), recused:

