

**Before the
N.H. Board of Occupational Therapy
Concord, New Hampshire 03301**

In the Matter of:

Lisa Elliott Shaw

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 (“the Board”) and Lisa Elliott Shaw (“Ms. Shaw” or “the 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 is authorized to commence an adjudicatory proceeding against Ms. Shaw pursuant to RSA 326-C:3, RSA 328-F:27, II, RSA 328-F:25 and RSA 328-F:5, IV.
2. If an adjudicatory proceeding were commenced, the allegations against Ms. Shaw would be that she practiced occupational therapy in New Hampshire without a license for a period of almost five years, in violation of RSA 326-C:3 and RSA 328-F:27.
3. The Board first licensed Ms. Shaw to practice occupational therapy in New Hampshire on January 5, 1984. Ms. Shaw’s license number was 299.
4. Ms. Shaw’s license to practice occupational therapy in New Hampshire lapsed on December 31, 1995.
5. Ms. Shaw states that due to her unintentional oversight, between December 31, 1995, and December 1999, she did not seek to verify whether her license was renewed.

Ms. Shaw states that, between December 31, 1995 and December 31, 1999, she continued to complete staff development work in Occupational Therapy, and also met the certification requirements of the American Occupational Therapy Certification Board, Inc.

6. Ms. Shaw filed an application for reinstatement of her license in January 2000. As of January 10, 2001, Ms. Shaw's reinstatement application was still pending with the Board. Aside from the pending allegations of unlicensed practice, Ms. Shaw's reinstatement application is complete and complies with the Board's statutory requirements.

7. From 1987 to the present, Ms. Shaw practiced continuously as an occupational therapist for the Inter-Lakes School District, except for several months in the later part of 1996.

8. Between January 1, 1996 and December 1, 2000, Ms. Shaw practiced occupational therapy in New Hampshire without a license, in violation of RSA 326-C:3 and RSA 328-F:27. Ms. Shaw states that this was the result of an unintentional oversight and that there was no intentional wrongdoing on her part.

9. RSA 328-F:5 authorizes the Board to assess, compromise, and collect civil penalties against persons engaged in unauthorized practice of occupational therapy.

10. The Board hereby assesses against Ms. Shaw a civil penalty in the amount of two thousand dollars (\$2,000) for her unauthorized, unlicensed practice of occupational therapy. Ms. Shaw consents to the Board's assessment of this civil penalty.

11. Within thirty (30) days of the effective date of this Settlement Agreement, Ms. Shaw shall pay one thousand dollars (\$1,000) of the civil penalty by delivering a money order or cashier's check made payable to "Treasurer, State of New Hampshire" to

the Board's office in Concord. Ms. Shaw will then pay the remaining one thousand dollars (\$1,000) of the civil penalty within six months of the date she makes the initial one thousand dollar (\$1,000) payment. Ms. Shaw shall pay the remaining one thousand dollars (\$1,000) in full or in part during this six month period by delivering a money order or cashier's check made payable to "Treasure, State of New Hampshire" to the Board's office in Concord.

12. Upon receipt of Ms. Shaw's payment of the civil penalty, the Board shall approve Ms. Shaw's pending application for reinstatement of her license to practice occupational therapy. Ms. Shaw's license shall be reinstated without limitation and subject only to the condition described in paragraph 14 of this agreement.

13. If Ms. Shaw fails to pay the remaining one thousand dollars (\$1,000) of the civil penalty within six (6) months of the first one thousand dollar (\$1,000) payment, the Board shall have the authority to revoke Ms. Shaw's license until the full two thousand dollar (\$2,000) civil penalty has been paid.

14. Except as provided herein, this Settlement Agreement shall bar the commencement of further adjudicatory proceedings by the Board based upon Ms. Shaw's unlicensed practice of occupational therapy for the period of January 1, 1996 through December 1, 2000.

15. Ms. Shaw voluntarily 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.

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

FOR THE RESPONDENT

I, Lisa Elliott Shaw, have reviewed the foregoing Settlement Agreement resolving allegations of unlicensed practice of occupational therapy pending against me, and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof and agree to all of the terms of this Settlement Agreement. Further, I knowingly and freely waive my right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations, which have been settled by the terms of this Settlement Agreement.

Date: 2/5/01


Lisa Elliott Shaw
Respondent

Date: 2/5/01


Steven R. Sacks, Esq.
Counsel for the Respondent

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

BY ORDER OF THE BOARD

Date: 2/14/01


Authorized Representative of the
N.H. Board of Occupational Therapy

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