

FILED & APPROVED

JUL 18 2024

Kentucky Board of
Physical Therapy

**Commonwealth of Kentucky
Kentucky Board of Physical Therapy
Agency Case No. BIC2022-19
Administrative Action No. 23-KBPT-0048**

**Commonwealth of Kentucky,
Board of Physical Therapy**

Complainant

Order

**Kevin Begley, PTA
(Certificate No. A02622)**

Respondent

* * * * *

Kentucky Board of Physical Therapy, having met on July 18, 2024, and having voted on the above-styled case, hereby adopts and incorporates the attached Conditional Reinstatement of Credential Settlement Agreement.

It is so ordered.

Dated this 18th day of July, 2024

Kentucky Board of Physical Therapy

By: 
**Stephanie Lutz, PTA
Chair**

Certificate of Service

I hereby certify that a true and accurate copy of the foregoing Order and Settlement Agreement was mailed, first-class postage prepaid this ~~21st~~ ^{22nd} day of July, 2024 to:

Kevin Begley, PTA
383 Windy Oaks Circle
Richmond, KY 40475-7980
Respondent

M. Keith Poynter, ESQ
1154 South Third Street
Louisville, KY 40203
Counsel for the Board



Stephen Curley, Executive Director



Commonwealth of Kentucky
Kentucky Board of Physical Therapy
Agency Case No. BIC2022-19
Administrative Action No. 23-KBPT-0048

Commonwealth of Kentucky,
Board of Physical Therapy

Complainant

Conditional Reinstatement of Credential and Settlement Agreement

Kevin Begley, PTA
Credential No. A02622

Respondent

* * * * *

Whereas, the Kentucky Board of Physical Therapy ("Board") having completed an investigation on Kevin Begley, PTA, 383 Windy Oaks Circle, Richmond, KY, 40475-7980, ("Respondent) as part of his application for credentialing; and for the purposes of this Settlement Agreement, the Respondent admits the Board would be able to prove by a preponderance of the evidence at an administrative hearing, the following:

- 1) One (1) count of a violation of KRS 327.070(2)(a) *Indulgence in excessive use of alcoholic beverages or abusive use of controlled substances.*

Whereas, the parties mutually desire to settle the issue in an expeditious manner without the need for a formal hearing;

It is hereby stipulated and agreed between the undersigned parties this matter shall be settled and resolved upon the following terms:

Voluntary Waiver of Rights

The Respondent has had the opportunity at all times to seek the advice from competent counsel of choice. No coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this Settlement Agreement. The Respondent has freely and voluntarily entered into this Settlement Agreement, motivated only by a desire to

resolve the issues addressed herein. The Respondent has executed this Settlement Agreement only after a careful reading of it and a full understanding of all of its terms. The Respondent waives the right to challenge any agreed upon term or condition of this Settlement Agreement notwithstanding any other statutory provision of KRS Chapter 327, and the Respondent expressly agrees those terms and conditions contained therein are exclusively a matter of private right.

The Respondent is fully aware of the rights to contest charges in a formal hearing. These rights include: representation by an attorney at the Respondent's own expense, the right to a public hearing on charges contained in any Notice of Administrative Hearing, the right to confront and cross-examine witnesses called to testify against the Respondent, the right to present evidence on the Respondent's behalf, the right to compulsory process to secure the attendance of such witnesses, the right to testify on the Respondent's own behalf, the right to receive written findings of fact and conclusions of law supporting the decision on the merits of a Notice of Administrative Hearing, the right to obtain judicial review of the Board's decision, and the right to appeal any Final Order of the Board to the Franklin Circuit Court as otherwise allowed by KRS 327.075(4). All of these rights are being voluntarily waived by the Respondent in exchange for the Board's acceptance of this Settlement Agreement.

Jurisdiction

The Respondent acknowledges the Board has jurisdiction over the Respondent and the conduct which has precipitated this Settlement Agreement. The Respondent also acknowledges the Board has the legal power to take disciplinary action up to and including revocation of the Respondent's credential to work as a as a physical therapist assistant or practice as a physical therapist in Kentucky.

The Respondent acknowledges the Board will retain jurisdiction over this matter until all terms and conditions set forth in this Settlement Agreement have been met to the satisfaction of the Board.

Publication of Settlement Agreement

The Respondent acknowledges, once adopted by the Board, this Settlement Agreement is considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act. Further, the Respondent understands the Board is free to make any use it deems appropriate of the contents of this Settlement Agreement, which shall include the Board's ability to share the content of this Settlement Agreement with any governmental or professional Board or organization, publication of a summary in the Board's newsletter and availability via the Board's website, and reporting under federal law.

Terms of Disciplinary Action

The parties agree to the following as the agreed upon disciplinary action:

- 1) the Respondent is hereby reprimanded with this Settlement Agreement constituting the reprimand;
- 2) if the Respondent meets all eligibility requirements for practicing physical therapy in the Commonwealth, the issuance of the credential shall be contingent upon the Respondent signing a five (5) year contract with the Impaired Physical Therapy Practitioners Committee ("IPTPC") and remain

compliant with all terms and recommendations of IPTPC during the five-year period;

3) the Respondent must demonstrate 6 months of sobriety measured through compliance with IPTPC before his credential will be reinstated:

4) the Respondent's certificate or license shall be placed on probation for a period of five (5) years from the date of the issuance of the credential;

5) the Respondent shall abstain from engaging in the use of alcoholic beverages as well as abstain from the use of illegal drugs or the use of scheduled drugs except scheduled drugs as prescribed by a duly licensed practitioner for a documented legitimate medical purpose;

6) the Respondent shall file as soon as practical, but not later than five (5) calendar days, a copy of this Settlement Agreement with the Respondent's

file contemporaneous proof with the Board of its filing with the Respondent's employer, for so long as the Respondent is on probation; and

7) upon the concurrence of the Board Chair, Executive Director and IPTPC Chair, any violation of this Settlement Agreement's terms or other Order of the Board shall result in an Immediate Temporary Suspension ("ITS") of the Respondent's certificate to work as a physical therapy assistant or license to practice as a physical therapist in the Commonwealth of Kentucky.

In the event the Respondent should leave Kentucky to reside or practice outside of Kentucky or for any reason should the Respondent stop practicing physical therapy in Kentucky, the Respondent shall notify the Board in writing within ten (10) days of the dates of departure and return or the dates of non-practice within Kentucky.

Non-practice shall be defined as any period of time exceeding thirty (30) days in which the Respondent is not engaging in activities defined in KRS 327.010(1). Periods of temporary or permanent residency outside of Kentucky or practice of physical therapy outside Kentucky or of non-practice within Kentucky shall not apply to the reduction of the probationary period.

Duty to Cooperate with the Board

The Respondent agrees to permit and cooperate with the Board, its members, agents, and employees, to monitor the Respondent's compliance with the terms and conditions of this Settlement Agreement.

The Respondent expressly understands failure to comply with and complete all terms of this Settlement Agreement shall constitute a violation of KRS 327.070(2)(k) for failing or refusing to obey any lawful order of the board, for which the Board may impose additional penalties available under law after notice and opportunity to be heard. The Respondent agrees to indemnify the Board for any costs, including reasonable attorney's fees, if the Board finds, after notice and opportunity to be heard, that the Respondent has failed to comply with any provision of this Settlement Agreement.

Release of Liability

In consideration of execution of this Settlement Agreement, the Respondent, the Respondent's executors, administrators, successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, the Kentucky Board of Physical Therapy, and the Kentucky Attorney General and each of their members, agents, and employees in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, the Respondent ever had, now has, may have or claim to have against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this disciplinary action, this Settlement Agreement, or its administration.

Acceptance by the Board

At the last regularly scheduled meeting the Board voted to accept this Settlement Agreement upon the Respondent's signature in an effort to expedite Respondent's credentialing. If the Settlement Agreement is not accepted by the Respondent, it shall be regarded as null and void and a formal disciplinary hearing against the Respondent may be scheduled thereafter with the Hearing Officer and counsel. The Settlement Agreement shall become effective once signed by the Respondent and filed with the Board.

Complete Agreement

This Settlement Agreement consists of seven (7) pages and embodies the entire agreement between the Board and the Respondent. This Settlement Agreement shall constitute a binding contract between the Respondent and the Board, subject only to approval

by the Board as set forth above. The Respondent shall not rescind, revoke, withdraw, or request to modify this Settlement Agreement prior to or during its presentation to the Board at a regularly scheduled meeting of the Board. It may not be altered, amended or modified without the express written consent of both parties.

Have Seen, Understood, and Approved:

Kevin Begley PTA

Kevin Begley, PTA
383 Windy Oaks Circle
Richmond, KY, 40475-7980
Respondent

Date: 6/17/2024

Kentucky Board of Physical Therapy

By: M. Keith Poynter

M. Keith Poynter, ESQ
1154 South Third Street
Louisville, KY 40202
Counsel for the Board

Date: 7/18/2024