STATE BOARD OF REGISTRATION FOR THE HEALING ARTS,	)	
Board,	)	
v.	)	No. 2002-002089
MARY RIEBOLD 7860 Hwy. 21 Barnhart, MO 63012	)	
Licensee.	)	

SETTLEMENT AGREEMENT

Comes now Mary Riebold ("Licensee") and the State Board of Registration for the Healing Arts ("the Board") and enter into this Agreement for the purpose of resolving the question of whether Licensee's license as a physical therapist assistant will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to §621.045, RSMo 2000.

1. Licensee acknowledges that she understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and

voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that she may, at the time this Agreement is effective or within fifteen (15) days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that she has been informed of her right to consult legal counsel in this matter.

4. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

5. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts ("the Board") is an agency of the State of Missouri created and established pursuant to §334.120, RSMo 2000, to execute and enforce the provisions of Chapter 334, RSMo.

2. Licensee is licensed by the Board as a physical therapist assistant, license number 115164, which was first issued on June 9, 1998. Respondent's certificate of registration is current, but was not current and active at all times mentioned herein.

3. Licensee was an employee of Rehabilitation Professional Inc. ("R.P.I.") in St. Louis, Missouri at all times relevant herein.

4. On January 31, 2001, Licensee's license expired.

5. Licensee continued to work as a physical therapist assistant at R.P.I. until she contacted the Board in March of 2002 and was informed that her license was not current.

6. Section 334.650.1, RSMo 2000, states, in pertinent part:

> 1. After January 1, 1997, no person shall hold himself or herself out as being a physical therapist assistant in this state unless the person is licensed as provided in sections 334.650 to 334.685.

7. On March 3, 2002, Licensee filed a late registration with the Board and paid the license renewal fees.

JOINT PROPOSED CONCLUSIONS OF LAW

1. Based on the foregoing, Licensee's license is subject to disciplinary action pursuant to §334.100.2(6), RSMo 2000, which provides:

> 2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

> (6) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter;

. . . .

2. Licensee's conduct, as established by the foregoing facts, falls within the intendments of §334.100.2(6), RSMo 2000.

3. Cause exists for Board to take disciplinary action against Licensee's license under Section 334.100.2(6), RSMo 2000.

II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of Section 621.110, RSMo 2000. This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement

1. The physical therapist assistant license, No. 115164, issued to Licensee is hereby PUBLICLY REPRIMANDED.

2. This Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by Licensee not specifically mentioned in this document.

B. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation,

including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

C. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

Mary K. Riebold
date
11-24-02

BOARD

Tina Steinman 12/9/02
Tina Steinman date
Executive Director

JEREMIAH W. (JAY) NIXON
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Attorney for Licensee

Attorneys for Board

EFFECTIVE THIS 9 DAY OF December, 2002.