

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

FILED

JUL 1995

KANSAS STATE BOARD OF
HEALING ARTS

IN THE MATTER OF)
)
THE APPLICATION FOR REINSTATEMENT OF)
)
JEANNE G. PEES, P.T.)
)
Registration No. 11-00287)

FILED

JUL 1995

KANSAS STATE BOARD OF
HEALING ARTS

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

COMES NOW, the Kansas State Board of Healing Arts (hereafter "Board") and Jeanne G. Pees, P.T. (hereafter "Applicant") and stipulate and agree as follows:

WITNESSETH:

WHEREAS, the Board is the sole and exclusive regulatory agency in the State of Kansas regarding the registration of physical therapists; and

WHEREAS, Applicant was originally registered as a physical therapist in the state of Kansas on March 27, 1971; and

WHEREAS, on December 31, 1978, Applicant's registration expired and was cancelled on January 25, 1979; and

WHEREAS, on July 8, 1993, Applicant submitted an application for reinstatement of her physical therapy registration; and

WHEREAS, on November 17, 1993, the Physical Therapy Examining Committee made a recommendation for a program to be completed by Applicant under K.A.R. 100-46-5(a)(3)(B) as a condition for reinstatement of the physical therapy registration; and

WHEREAS, at its meeting held April 16, 1994, the Board considered Applicant's application and continued action thereon to provide Applicant with an opportunity to complete clinical preceptorships and provide evaluations from the directors of each preceptorship; and

WHEREAS, at the meeting of the Board held April 29, 1995, Applicant appeared and provided information of the preceptorship she had completed.

NOW, THEREFORE, in consideration of the conditions, terms, covenants and promises contained herein, the parties agree as follows:

1. It is the intent and purpose of this Stipulation and Agreement and Enforcement Order to provide for settlement of all issues without the necessity of proceeding to a formal hearing. The terms and conditions of this Stipulation and Agreement and Enforcement Order are entered into between the undersigned parties

and is submitted for the purpose of allowing those terms and conditions to become an Order of the Board.

2. Applicant further understands and agrees that by entering into this Stipulation and Agreement and Enforcement Order, she is waiving her right to formal proceedings. The Applicant voluntarily and knowingly waives her rights to present evidence by oral testimony and documentary evidence, to submit rebuttal evidence, to conduct such cross-examination of witnesses as may be desired and to waive any and all substantive and procedural motions and defenses that could be raised if an administrative hearing would be held.

3. Applicant's registration will be reinstated upon Applicant's execution of this Stipulation.

4. Upon the reinstatement of the registration, Applicant hereby voluntarily stipulates and agrees to the following probationary conditions, restrictions, and limitations to said registration:

a. Applicant agrees to provide physical therapy in the State of Kansas only under the supervision of another registered physical therapist who shall be on-site at all times Applicant is providing physical therapy. Applicant agrees to have a supervising registered physical therapist review and co-sign Applicant's physical therapy evaluations and to provide quarterly reports of Applicant's performance to the Board. The first

quarterly report shall be provided to the Board by the 10th day of October and each subsequent report shall be submitted on or before the 10th day of each third month thereafter.

b. Applicant agrees to provide to the Board upon its request, copies of patient charts of those individuals whom Applicant has provided physical therapy or an evaluation as herein provided:

- 1) The Board may request such charts to be provided on a monthly basis.
- 2) Upon request, Applicant will provide 25% of her patient charts, not to exceed a total of 10 patient charts.

5. The conditions above specified shall be in full force and effect for a period of one year after which Applicant may apply for termination or modification.

6. Nothing in the this Stipulation and Agreement shall be construed to deny the Board jurisdiction to investigate any alleged violations of the Physical Therapy Act that are unknown or that are not covered under the conditions of this Stipulation and Agreement and Enforcement order or any past acts which are unknown to the Board or any future acts which may be hereafter brought to the Board's attention.

7. This Stipulation and Agreement and Enforcement Order constitutes the entire agreement between the parties and may only

be modified or amended by a subsequent document executed in the same manner by the parties. This Stipulation and Agreement and Enforcement Order shall be a public record but as it relates only to issues pertaining to Applicant's qualifications to receive an active registration shall not be considered as a disciplinary action and will not be reported as such.

8. Applicant acknowledges that this Stipulation and Agreement and Enforcement Order has been entered into freely and voluntarily given.

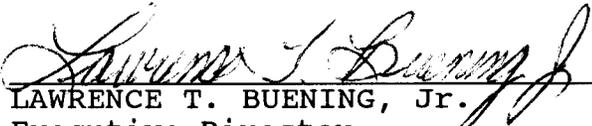
9. Applicant hereby releases the Kansas State Board of Healing Arts, its employees and agents, from all claims to mean those damages, actions, liabilities and cause of actions, both administrative and civil including the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions; K.S.A. 77-601 et seq. This release shall forever discharge the Board of any and all claims or demands of every kind and nature that Applicant has claimed to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected, and Applicant shall not commence to prosecute, cause or permit to be prosecuted any action, appeal, or proceeding of any description against the Board, its employers or agents, arising out of acts leading to the execution of this Stipulation and Agreement and Enforcement Order or the content of this Stipulation and Agreement and Enforcement Order.

10. Applicant acknowledges she has read, understands the contents and has received a copy of this Stipulation and Agreement and Enforcement Order.

11. Upon execution of this Stipulation and Agreement and Enforcement Order by the affixing of a Board authorized signature below, the provisions of this Stipulation and Agreement and Enforcement Order shall become an Order of the Board and shall be deemed a proper and lawful Enforcement Order under K.S.A. 65-2901 et seq. This Stipulation and Agreement and Enforcement Order shall constitute the Board's Order when filed with the Executive Director for the Board and no further Order is required.

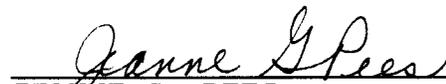
IN WITNESS WHEREOF the parties have executed this agreement on this 14th day of August, 1995.

KANSAS STATE BOARD OF HEALING ARTS


LAWRENCE T. BUENING, Jr.
Executive Director

Aug 14, 1995.
Date

APPLICANT


JEANNE G. PEES

July 5, 1995
Date

CERTIFICATE OF SERVICE

I, Lawrence T. Buening, Jr., Executive Director, Kansas State Board of Healing Arts, hereby certify that on this 14th day of August, 1995, a true and correct copy of the above and foregoing Stipulation and Agreement and Enforcement Order was deposited in the United States mail, first class, postage prepaid, to the following:

Jeanne G. Pees
2905 Stratford Ct.
Lawrence, KS 66049

and the original was hand-delivered to:

Charlene K. Abbott
Licensing Administrator
Kansas State Board of Healing Arts
235 S. Topeka Blvd.
Topeka, Kansas 66603


LAWRENCE T. BUENING, JR., #9125
Executive Director
Kansas State Board of Healing Arts
235 S. Topeka Blvd.
Topeka, Kansas 66603
(913) 296-3680

LTB31/Pees.Sti