

**Before The Ohio  
Occupational Therapy, Physical Therapy and Athletic Trainers Board**

**Physical Therapy Section**

**IN RE:**

**The Eligibility of Leah Moinzadeh  
To Have Her License Reinstated  
as a Physical Therapist  
in the State of Ohio**

**Case No: 04-031 PT**

**Consent Agreement**

This Consent Agreement ("Agreement") is entered into by and between LEAH MOINZADEH, ("Moinzadeh") and the OHIO OCCUPATIONAL THERAPY, PHYSICAL THERAPY AND ATHLETIC TRAINERS BOARD, PHYSICAL THERAPY SECTION ("Board").

The Board is a state agency, charged with enforcing relevant provisions of Ohio Revised Code Chapter 4755 and all rules promulgated thereunder. Moinzadeh hereby enters into this Agreement being fully informed of her rights, including those under Chapter 4755 and Chapter 119, Ohio Revised Code, including the right to representation by counsel and an adjudication hearing.

In consideration of the forgoing and mutual promises hereinafter set forth, Moinzadeh and the Board hereby agree as follows:

**Jurisdiction and Predicate Facts**

1. The Board is empowered by section 4755.47(A) of the Ohio Revised Code to Board to refuse to grant a license to an applicant for an initial or renewed license as a physical therapist, for any of the following:
  - (6) Violation of Section 4755.40 to 4755.56 of the Revised Code, or any order issued or rule adopted under those sections;
2. Moinzadeh has been licensed as a physical therapist in the State of Ohio from April 29, 2003 until January 31, 2004 when her licensed expired by operation of law for, failure to timely submit an application for renewal.
3. Moinzadeh's application to reinstate her license as a physical therapist in the State of Ohio was received by the Board office on

July 21, 2004.

4. On February 2, 3, 4, 5, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26 and 27, 2004; March 1, 2, 3, 8, 9, 10, 11; 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30 and 31, 2004; April 1, 2, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 26, 27, 28, 29 and 30, 2004; May 3, 4, 5, 6, 7, 14, 17, 18, 19, 20, 21, 24, 25, 26, 27 and 28, 2004; June 1, 2, 3, 4, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 28, 29 and 30, 2004, and July 1, 2, 6, 7, 8, 9, 12, 13 and 14, 2004, Moinzadeh utilized the credentials "PT" and engaged in the practice of physical therapy, as that term is defined in Section 4755.40(A) of the Ohio Revised Code, as an employee of Cleveland Clinic, 9500 Euclid Avenue, Cleveland, Ohio, 44102, without a valid license. Said conduct constitutes a violation of Ohio Revised Code sections 4755.48(B) and (C).

**Admissions**

1. Moinzadeh hereby admits and acknowledges that she has received proper notice of his right to a formal hearing pursuant to Ohio Revised Code Chapter 119.
2. Moinzadeh hereby knowingly waives all rights to a formal hearing in this matter, and agrees that this Agreement shall have the full force and effect of an Order duly entered in accordance with those procedures set forth in Ohio Revised Code Chapter 119 and Chapter 4755 relating to administrative proceedings.
3. Moinzadeh admits that the facts as set forth above are true and accurate and expressly waives all rights to challenge said facts.
4. Moinzadeh admits that the facts set forth above constitute a violation of Ohio law thereby subjecting her to disciplinary action by the Board, pursuant to section 4755.47(A) of the Ohio Revised Code.

**Terms**

WHEREFORE, in consideration of the foregoing, and in lieu of any further disciplinary action based on the admissions of this Agreement, Moinzadeh and the Board, knowingly and voluntarily agree to the following terms:

1. Moinzadeh shall not engage in the practice of physical therapy in Ohio until the Board reinstates her license.

2. **Moinzadeh 's license to practice physical therapy in Ohio will be reinstated upon ratification of this consent agreement by the Board, completion of the required reinstatement documents, and successful passage of the Ohio laws and rules examination.**
3. **Upon ratification of this consent agreement Moinzadeh's license to practice as a physical therapist in the State of Ohio shall be immediately suspended for a period of one hundred and six days (105), plus an additional fourteen (14) days, for a total suspension of one hundred and nineteen (119) days. Said period of suspension is hereby stayed. The Board bases this discipline upon the following mitigating circumstances:**
  - a. **Moinzadeh self reported her unlicensed practice to the Board.**
  - b. **Moinzadeh immediately ceased practice July 15, 2004 upon notification of her unlicensed status.**
  - c. **Moinzadeh immediately reported her unlicensed practice to her employer.**
  - d. **Moinzadeh was off work for a period of two (2) weeks without pay as a result of her unlicensed status.**
  - e. **Upon return to work, Moinzadeh accepted a position as a technician at a reduced rate of pay.**
  - f. **Moinzadeh worked in conjunction with her employer to implement policies and procedures to ensure that this situation is avoided in the future.**
  - g. **Moinzadeh requested an audience with the Physical Therapy Investigative Committee.**
  - h. **Moinzadeh attended the August 11, 2004 Physical Therapy Investigative Committee meeting and accepted full responsibility for her error.**
4. **Moinzadeh agrees to abide by all federal, state, and local laws, and all laws and rules governing the practice of physical therapy in the State of Ohio.**
5. **Moinzadeh hereby releases the Ohio Occupational Therapy, Physical Therapy and Athletic Trainers Board, its members, employees, agents and officers jointly and severally from any and all liability from the within matter.**
6. **All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code section 149.43.**
7. **All parties to this Agreement understand that this information will be**

sent to the Federal Department of Health and Human Services' Healthcare Integrity and Protection Data Bank (HIPDB), pursuant to 42 U.S.C. §1320a-7e(b), 5 U.S.C. §5525a, and 45 C.F.R. pt. 61.

8. By her signature on this Agreement, Moinzadeh agrees that in the event the Board, in its discretion, does not approve this Agreement, this settlement offer is withdrawn and shall be of no evidentiary value and shall not be relied upon or introduced in any disciplinary action or appeal by either party. Moinzadeh agrees that should the Board reject this Agreement and if this case proceeds to hearing, she will assert no claim that the Board was prejudiced by its review and discussion of this Agreement or of any information relating thereto.
9. By adopting and executing this Agreement, the Board hereby acknowledges that this Agreement is a full and final settlement of the within matter and agrees that it will not pursue further action against Moinzadeh resulting from the aforementioned conduct.
10. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

By her signature Moinzadeh acknowledges that she has carefully read the above Agreement and enters into it freely and voluntarily with full knowledge of its force and effect, and full knowledge of her rights under Ohio law. By executing this Agreement, Moinzadeh recognizes that if, in the discretion of the Board it appears that she has breached any terms or conditions of this Agreement, the Board may initiate formal disciplinary proceedings which may be based solely upon a breach of the Agreement. If the Board finds a breach of this Agreement, it may impose any disciplinary remedy available under Ohio law.

The terms and conditions of this Agreement shall not become effective until approved by the Board and executed pursuant to its approval.

Leah Moinzadeh  
Leah Moinzadeh

11. August. 04

DATE

n/a

Counsel to Leah Moinzadeh  
(If represented)

DATE

Jeffrey M. Rosa  
Jeffrey M. Rosa  
Executive Director

8-12-04

DATE

Steven McGann

Steven McGann  
Assistant Attorney General

8-12-04

DATE