



Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board

77 South High Street, 16th Floor
Columbus, Ohio 43215-6108

Governor
Ted Strickland
Executive Director
Jeffrey M. Rosa

November 15, 2007

Terry L. Stagers, PTA5112
6550 Wise Avenue NW
Townhouse H
North Canton, OH 44720

RE: Consent Agreement

Dear Mr. Stagers:

This letter is to inform you that the Physical Therapy Section of the Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board has released you from your consent agreement. After reviewing your file, it was determined that you have fulfilled all of the obligations listed in your consent agreement. I am pleased to inform you that your license is now without restrictions. Please be aware that a record of this disciplinary action will be part of your permanent record.

Your cooperation with the Board and our staff is appreciated. With your continuing cooperation and support, we can ensure the best possible service delivery for individuals receiving physical therapy in the State of Ohio.

Sincerely,

OHIO OCCUPATIONAL THERAPY, PHYSICAL THERAPY, AND
ATHLETIC TRAINERS BOARD - **Physical Therapy Section**

Lisa S. Foor, M.S.A.
Enforcement Division Supervisor

cc: Licensure File ✓



Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board

77 South High Street, 16th Floor
Columbus, Ohio 43215-6108

Governor
Ted Strickland
Executive Director
Jeffrey M. Rosa

February 15, 2007

Terry L. Stagers, PTA
6550 Wise Ave. N.W.
Townhouse H
North Canton, OH 44720

RE: Consent Agreement

Dear Mr. Stagers:

Pursuant to term one (1) of the consent agreement you entered into with the Board on September 18, 2006, you agreed to comply with the recommendations outlined in the report of your evaluating forensic psychologist. According to the report of Dr. Davies, PhD, it was the recommendation that your license to practice as a physical therapist assistant be restricted to working under supervision.

The Physical Therapy Investigative Committee interprets this recommendation as mandatory "line of sight" supervision by a physical therapist while performing patient treatments. Therefore, until Dr. Davies releases you from the supervision restriction, you are hereby notified that as of the date of the receipt of this notification you are required to have "line of sight" supervision by a physical therapist while performing patient treatments. Any and all physical therapists who will provide "line of sight" supervision for you must submit a signed statement to the Enforcement Division of the Board prior to commencing supervision. The signed statement must include: his/her name, license number and a statement indicating that he/she will provide "line of sight" supervision for you while performing patient treatments. During this restriction, you must keep the Enforcement Division notified of your employer and supervising physical therapist(s) contact information. You and/or your supervising physical therapist(s) may fax required information to (614) 995-0816. Please be advised that your supervising physical therapist(s) will be contacted to ensure compliance with the restriction.

Failure to abide by this requirement for supervision will result in action taken by the Board pursuant to the terms of your consent agreement, including, but not limited to, revocation of your license. If you have any questions, please contact me at (614) 466-8083. Thank you for your cooperation with this matter.

Sincerely,

OHIO OCCUPATIONAL THERAPY, PHYSICAL THERAPY AND
ATHLETIC TRAINERS BOARD – **Physical Therapy Investigative Committee**

Lisa Foor, M.S.A.
Enforcement Division Supervisor



Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board

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Governor
Bob Taft
Executive Director
Jeffrey M. Rosa

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

Physical Therapy Section

IN RE:

The eligibility of Terry L. Stagers to retain his license as a physical therapist assistant in the State of Ohio

Case No: 06-031 PT

Consent Agreement

This Consent Agreement ("Agreement") is entered into by and between **Terry L. Stagers**, ("**Stagers**") 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. **Stagers** hereby enters into this Agreement being fully informed of his 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, **Stagers** and the Board hereby agree as follows:

Jurisdiction and Predicate Facts

1. The Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board, Physical Therapy Section, is empowered by section 4755.47 of the Ohio Revised Code to refuse to grant a license to an applicant for an initial or renewed license as a physical therapist or physical therapist assistant or, by vote of at least five members, may suspend or revoke the license of a physical therapist or physical therapist assistant or reprimand or place a license holder on probation, on any of the following grounds:

(2) Conviction of a felony or a crime involving moral turpitude, regardless of the state or country in which the conviction occurred;
2. **Stagers** currently holds a license to practice as a physical therapist assistant in the State of Ohio, and is subject to all laws and rules of Ohio regulating the practice of physical therapy.

3. **Staggers** has been licensed as a physical therapist assistant in the State of Ohio since August 20, 2001.
4. On or about September 7, 2005, **Staggers** received a felony conviction for domestic violence. Said conduct constitutes a violation of section 4755.47 (A) (2) of the Revised Code.

Admissions

1. **Staggers** hereby admits and acknowledges that he has received proper notice of his right to a formal hearing pursuant to Ohio Revised Code Chapter 119.
2. **Staggers** hereby knowingly waives all rights to a formal hearing in this matter, and agrees that this Consent 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. **Staggers** admits that the facts as set forth above are true and accurate and expressly waives all rights to challenge said facts.
4. **Staggers** admits that the facts set forth above constitute a violation of Ohio law thereby subjecting him to disciplinary action by the Board pursuant to section 4755.47 of the Ohio Revised Code.

Terms

WHEREFORE, in consideration of the foregoing, and in lieu of any further disciplinary action, **Staggers** and the Board, knowingly and voluntarily agree to the following terms:

1. Within one (1) month of the ratification of this agreement, **Staggers** shall have a comprehensive mental health evaluation completed by a forensic psychologist approved by the Physical Therapy Investigative Committee. **Staggers** will ensure that the forensic psychologist submits a report to the Enforcement Division of the Board within one (1) month of the evaluation date. Said report shall include, but is not limited to: **Staggers's** current mental health status, diagnosis, treatment/medication recommendations, his/her professional opinion regarding **Staggers** fitness to practice as a physical therapist assistant, and if necessary, recommendations for license restrictions. **Staggers** shall comply with the recommendations outlined in the report.

Staggers will sign any and all release forms required for his mental health professional to release information directly to the Enforcement Division of the Board. **Staggers** shall provide a copy of this agreement to the forensic psychologist prior to her/him performing the comprehensive mental health evaluation.

2. **Staggers** must abide by the terms of his probation as outline by the Court of

Common Pleas, Stark County, Ohio on January 18, 2006. **Staggers** shall ensure that his probation officer submits a monthly report to the Enforcement Division of the Board by the first day of each month throughout the course of his probation. Said report must include, but is not limited to any violations of probation that have occurred, meeting dates with his probation officer, any special conditions of probation that have been completed, and any other information regarding the current status of **Staggers** with the Court of Common Pleas, Stark County, Ohio. **Staggers** shall sign any and all releases required for the exchange of information between the Board and his probation officer.

- 2a. The Board reserves the right to initiate disciplinary proceeding against **Staggers** based on the findings in the reports.
3. **Staggers** 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.
4. Failure to abide by the terms of this agreement shall constitute an actionable violation in and of itself without further proof and may subject **Staggers** to any and all disciplinary remedies available to the Physical Therapy Section including, but not limited to, revocation.
5. **Staggers** 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 his signature on this consent agreement, **Staggers** agrees that in the event the Board, in its discretion, does not approve this consent 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. **Staggers** agrees that should the Board reject this consent agreement and if this case proceeds to hearing, he will assert no claim that the Board was prejudiced by its review and discussion of this consent agreement or of any information relating thereto.
9. By adopting and executing this consent agreement, the Board hereby acknowledges that this consent agreement is a full and final settlement of the within matter and agrees that it will not pursue further action against **Staggers** 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 his signature **Staggers** acknowledges that he 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 his rights under Ohio law. By executing this Agreement, **Staggers** recognize that if, in the discretion of the Board it appears that he 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.

Terry L. Stagers

Terry L. Stagers

Jeffrey M. Rosa

Jeffrey M. Rosa
Executive Director

09/18/06

DATE

9-21-06

DATE

Melinda Snyder Osgood

Melinda Snyder Osgood
Assistant Attorney General

Counsel to Terry L. Stagers

9/21/06

DATE

DATE