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State of New Hampshire
Office of Licensed Allied Health Professionals
Physical Therapy Governing Board
Concord, New Hampshire 03301

Office of Licensed
Allied Health Professionals

In the Matter of:
Bernadette Campbell, PT
License No. 611
(Misconduct Allegations)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of medicine, the New Hampshire Office of Licensed Allied Health Professionals, Physical Therapy Governing Board ("Board"), and Bernadette Campbell, PT ("Ms. Campbell" or "Respondent"), a physical therapist who was licensed by the Board until her license lapsed on December 31, 2004, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 328-A; RSA 328-F:5, II; RSA 328-F:23, I; RSA 541-A; and New Hampshire Office of Licensed Allied Health Professionals Administrative Rule ("Ahp") 203 and 209 the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by physical therapists. Pursuant to RSA 328-F:24, VI; RSA 541-A; and Ahp 214, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice as a Physical Therapist I in the State of New Hampshire on January 6, 1983. In December of 1989, Respondent was qualified and licensed as a Physical Therapist II. Respondent holds license number 611. Respondent inadvertently failed to take the steps necessary to renew her

license. As a result, Respondent's license lapsed on December 31, 2004. From January 1, 2005 through February 13, 2006, Respondent practiced physical therapy without a valid license.

3. In early February of 2006, Respondent contacted the Board to request a duplicate license pocket card because she had lost her original card. On February 13, 2006 in response to her inquiry, Respondent was informed that her license lapsed on December 31, 2004.
4. In response to this information, the Board conducted an investigation and obtained information from various sources pertaining to the status of Respondent's license.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct, in violation of RSA 328-F:23, II (i) by the following facts:
 - A. Respondent was granted a license to practice as a Physical Therapist I on January 6, 1983. This license was upgraded to Physical Therapist II in December of 1989.
 - B. Respondent failed to renew her license on or by December 31, 2004.
 - C. Respondent was employed as a physical therapist at the NH Department of Corrections beginning in 2001 and until she was notified on February 13, 2006 that her license had lapsed.
 - D. On or between January 1, 2005 and February 13, 2006, Respondent practiced physical therapy without a valid New Hampshire license

6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 328-F:23, II (i).
7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a physical therapist in the State of New Hampshire.
8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 328-F:23, II (i):
 - A. Respondent's license to practice physical therapy is suspended for a period of six (6) months upon issuance of this *Settlement Agreement*. The period of suspension shall be immediately stayed for a period of six (6) months upon imposition.
 - B. Within fifteen (15) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as a physical therapist or work which requires licensure or certification as a physical therapist or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials physical therapist, with which Respondent is presently affiliated.
 - C. For a continuing period of twelve (12) months from the effective date of this agreement, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as a physical therapist

or for work in any capacity which requires licensure or certification as a physical therapist or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials physical therapists, to which Respondent may apply for any such professional privileges or recognition.

9. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 328-F:23, II (c) and (i), and a separate and sufficient basis for further disciplinary action by the Board.
10. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
11. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
12. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.

13. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
14. Respondent understands that her action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
15. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this agreement.
16. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced her right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
17. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
18. Respondent certifies that she has read this document titled *Settlement Agreement*. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and

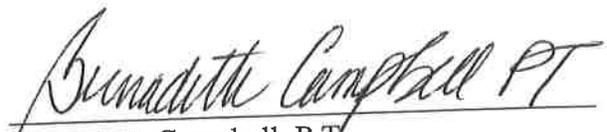
dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, she waives these rights as they pertain to the misconduct described herein.

19. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR RESPONDENT

Date: _____

3/10/06



Bernadette Campbell, P.T.
Respondent

FOR THE BOARD/*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 3/15/06

[Handwritten Signature] Chair.
(Signature)

Robert P. Brunton, PT. Chair.
(Print or Type Name)
Authorized Representative of the
New Hampshire Physical Therapy
Governing Board

/* Recused Board members:

