



State of Louisiana

Department of Health and Hospital

Louisiana Physical Therapy Board

104 Fairlane Drive, Lafayette, Louisiana 70507

337/262-1043 FAX 337/262-1054

In The Matter Of

ROBYN ALLEMAN, P.T.
(License No. 05219)

Complaint No. 2016-I-001

This **STIPULATION AND AGREEMENT FOR SURRENDER OF PHYSICAL THERAPY LICENSE** is made and executed by Robyn Alleman (Mrs. Alleman” or “Respondent”) who, at all times pertinent, has been a Louisiana Physical Therapist licensed to practice as a physical therapist in the state of Louisiana, with the Louisiana Physical Therapy Board (“LPTB” or “Board”).

1. **Acknowledgment and Stipulations.** Mrs. Alleman hereby acknowledges, stipulates and agrees that:

- (a) **Adjudications and Board Orders.** On February 26, 2015 Mrs. Alleman entered into a Consent Order for her admitted illegal use of controlled substances and for stealing Percocet and Hydrocodone from homes listed “for sale” while posing as an interested buyer. The Consent Order is incorporated herein *in extenso*. Paragraph “D” of the Consent Order requires that the Respondent submit to Random drug tests and reimburse the Board for the cost of the drug tests. Paragraph “F” orders Respondent to participate fully in the Recovering Physical Therapy Program (“RPTP”)- Paragraph “P” of the Consent Order mandates that the Respondent shall pay the Board \$5,000.00 in partial reimbursement for legal and administrative expenses incurred. Mrs. Charlotte Martin, Executive Director of the Louisiana Physical Therapy Board, created a reimbursement plan which allowed Mrs. Alleman to reimburse the Board \$75.00 per month over the course of the suspension and probationary period, a total of eight (8) years, as permitted under the terms of the Consent Order.

Mrs. Alleman's Non-Compliance. On August 31, 2015 Mrs. Alleman was selected for drug testing by Affinity, the company utilized by the Board to schedule and monitor drug and alcohol tests. That same day Mrs. Alleman emailed Mrs. Martin stating that she was unable to pay for the drug test and requesting financial assistance from the Board. The Board paid \$65.00 to Affinity, the cost of the drug test, with the agreement that Mrs. Alleman would reimburse the Board the cost of the drug test. On or about November 3, 2015, Mrs. Martin sent Mrs. Alleman the Recovering Physical Therapy Program Agreement for signature providing a November 20, 2015 deadline for completion. On November 12, 2015, Mrs. Alleman was selected for another drug test by Affinity. Mrs. Alleman again contacted Mrs. Martin requesting that the Board pay the \$115.00 fee required to comply with the drug test for that day, stating that she would reimburse the Board after her husband received his paycheck the following day. On or about November 15, 2015, Mrs. Alleman failed to submit her monthly reimbursement payment of \$75.00 to the Board office. On November 19, 2016 Mrs. Alleman contacted Mrs. Martin asking for an extension until November 23, 2015 to sign and return the Recovering Physical Therapy Agreement. On November 19, 2015 Mrs. Martin responded to the request notifying Mrs. Alleman that in order to remain in compliance with her Consent Order, she must adhere to all terms of the Consent Order that she agreed to, including entering into the Recovering Physical Therapy Program of the board.

On or about November 19, 2016, Mrs. Martin sent Mrs. Alleman an email therein explaining that neither her November 15, 2015 reimbursement payment of \$75.00, nor the \$115.00 reimbursement for the November 12, 2015 drug tests had been received. Mrs. Martin extended the deadline until November 23, 2015. Neither the signed RPTP Agreement, nor the monies due were received by the November 23, 2015 deadline. On November 30, 2015, the Board office received an envelope through the United States Postal Service containing only a \$75.00 check from Mrs. Alleman. Beginning on December 10, 2016 and thereafter, Mrs. Alleman failed to check-in with Affinity, the drug and alcohol testing facility utilized by the LPTB. On January 25, 2016 Board staff mailed and emailed a letter to Mrs. Alleman notifying her that the office has received neither the December 2015, nor January 2016 reimbursement payments, and to date the board had not received the \$115.00 Affinity reimbursement payment. The Board office extended Mrs. Alleman's deadline for repayment to February 24, 2016. On February 15, 2015 Board staff emailed Mrs. Alleman notice that she was in violation of her Consent Order. On February 17, 2016 Mrs. Alleman failed to submit to a drug test as required by Affinity. On February 18, 2016, Mrs. Alleman sent Charlotte Martin an email with a copy/pasted letter in the text body of the email claiming that it was written on November 20, 2015 and mailed to the Board office in November 2015. The letter, never received by the Board office, states that Mrs. Alleman is unable to sign the Recovering Physical Therapy Participation Agreement as required by the Consent Order that she signed with the Board, and as is required for admission into the Recovering Physical Therapy

Program due to financial difficulties which impact her ability to pay for therapy and outpatient treatment as required in the RPTP Agreement. Further communication with Mrs. Alleman revealed that it is the desire of Mrs. Alleman to voluntarily surrender her physical therapist license due to her inability to comply with the terms of the Consent Order signed on February 26, 2015. As of March 8, 2016 Mrs. Alleman has not reimbursed the Board the cost of either drug test, is delinquent on her monthly reimbursement payments, and has ceased communication with Affinity for drug test scheduling and monitoring.

2. **Rights to Due Process.** Mrs. Alleman acknowledges that she has had the opportunity to thoroughly review the content of this Stipulation and Agreement for Voluntary Surrender of Physical Therapy License and that she has been fully informed of her rights to due process in connection with administrative charges and that prior to final disciplinary action against her physical therapy license she would be entitled to have notice of a hearing on the allegations and charges asserted against her and to have an administrative adjudication of such charges, at which time Mrs. Alleman would be entitled to be represented by legal counsel, to call witnesses and to present evidence on her own behalf in defense or in mitigation of the charges made, and to a decision thereon by the Board based upon written findings of fact and conclusions of law pursuant to La. Rev. Stat. §§ 49:955-965.
3. **Voluntary Surrender of License.** Notwithstanding her right to administrative hearing and a decision thereon as provided by La. Rev. Stat. §§ 49:955-965, in recognition of the stipulations set forth herein above and for the final disposition of administrative action, Mrs. Alleman, nonetheless, hereby waives her right to formal adjudication and hereby voluntarily surrenders to the Board her license to practice as a physical therapist in the state of Louisiana as evidenced by license number 05219. Mrs. Alleman acknowledges that she may submit an application for a Physical Therapy License not before March 17, 2019, and will be granted such license only upon a satisfaction of all requirements for licensure found within La. R.S. 37:2409 and the corresponding Board Rules and Regulations including, but not limited to, a satisfactory mental health and substance abuse evaluation, a finding of good moral character, and fitness to practice as a physical therapist. By her subscription hereto, Mrs. Alleman also hereby authorizes a member of the Investigative Committee to present this Stipulation and Agreement for Voluntary Surrender of Physical Therapy License to the Board for its consideration and to fully disclose to and discuss with the Board the nature and results of the investigation, and she waives any objection to such disclosures under La. Rev. Stat. §§ 49:960.
4. **Effect of Voluntary Surrender of License.** Mrs. Alleman acknowledges, stipulates and agrees that the voluntary surrender of her physical therapy license effected here by in lieu of an administrative action shall have, and shall be deemed by the Board to have, the same effect as if the Board had entered an order of revocation upon the conclusion of formal administrative proceedings. Mrs. Alleman further acknowledges, stipulates and agrees that as a result of the voluntary surrender of her physical therapy license effected hereby she shall not have any right or entitlement to reinstatement or renewal of her license to practice as a physical therapy license in the state of Louisiana.

5. **Termination of Proceedings.** By the voluntary surrender of her physical therapy license in lieu of disciplinary action, Mrs. Alleman, moreover, acknowledges, stipulates and agrees that she hereby waives any right to which she may be entitled pursuant to the Louisiana Administrative Procedure Act or to which otherwise may be afforded to her by law, to contest her agreement to, or the force and effect of, this document in any court relating to the matters referred to herein.
6. **Reimbursement of Costs.** Mrs. Alleman hereby agrees to partially reimburse the Louisiana Physical Therapy Board the cost of all drug and alcohol tests, the investigation, initiation of disciplinary proceedings, legal fees, and administrative costs incurred in this matter in the amount of **\$6,000.00** thereby satisfying the requirement found within the February 26, 2015 Board Order, all previous orders, monies owed for drug/alcohol tests, and administrative and legal costs related to the cost of monitoring and the investigation. Mrs. Alleman acknowledges that this amount may be paid in a lump sum, or equal monthly installments for a period of not more than five (5) years or prior to reinstatement, whichever occurs first, if arranged in advance with the Executive Director.
7. **Advice of Counsel.** Mrs. Alleman acknowledges that she has had the opportunity to seek the advice and guidance of legal counsel with respect to this Stipulation.
8. **Public Record.** Mrs. Alleman acknowledges, stipulates and agrees that this Stipulation and Agreement for Voluntary Surrender of Physical Therapy License shall be and shall be deemed to be a public record.

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STIPULATION, ACKNOWLEDGMENT AND AGREEMENT

I, **Robyn Alleman, PT**, hereby acknowledge, approve, accept, stipulate, agree and consent to entry of the above in forgoing this 30th day of March, 2016.

Robyn Alleman, PT
Robyn Alleman, PT

WITNESSES:

[Signature]
Signature

Brandon T. Lavelle
Printed Name

1651 E 70th Shreveport, LA 71105
Address

[Signature]
Signature

Mark Portocarrero
Printed Name

1651 East 70th Street
Address

Sworn to and subscribed before me at SHARBOURT, Louisiana, this 30th day
Of MARCH, 2016, in the presence of the two stated witnesses.

[Signature]
Notary Public (signature)



George Portocarrero
Printed Name/Notary # 056297

ACCEPTANCE

CONSIDERING THE ABOVE AND FORGOING, the Stipulation in Agreement for Voluntary Surrender of Physical Therapy License is hereby **APPROVED AND ACCEPTED** by the Louisiana Physical Therapy Board and effective, this 26 day of April, 2016.

Louisiana Physical Therapy Board

BY: [Signature] PT
Al Moreau, III, P.T.
President

* Please see attached letter *