

STATE OF LOUISIANA

PARISH OF LAFAYETTE

AGREEMENT

BE IT KNOWN, that the Louisiana State Board of Physical Therapy Examiners, through its Chairman, Pat Adams, P.T., hereinafter referred to as "the Board"; and Steven M. Sibille, P.T.A., Social Security Number 438-78-7548, a person of the full age of majority and resident of Lake Charles, Louisiana, hereinafter referred to as "Sibille," voluntarily entered into this Agreement.

The Board is mandated by the Physical Therapy Practice Act, LSA R.S. 37:240I. et seq., to regulate the practice of physical therapy in order to insure the health, welfare and safety of the consuming public. The Board accomplishes this function by verifying the credentials and character of applicants for licensure as physical therapists or physical therapist assistants in Louisiana.

Sibille is a physical therapist assistant licensed by the Louisiana State Board of Physical Therapy Examiners. In a complaint received by the Board, it was alleged that Sibille had a problem with substance/alcohol abuse. In a response received from Sibille, he admitted to having a problem with drugs and/or alcohol, and that through different ways he was receiving assistance with his problem.

In an effort for the Board to properly discharge its duty in protecting the public, the following terms are voluntarily agreed upon by Sibille and the Board:

1.

Random drug/alcohol testing will be required of Sibille for a two (2) year period beginning June 1, 2002 through May 31, 2004. Expenses for the testing will be paid by Sibille and he must report for testing at a facility approved by the Board within twenty-four (24) hours notice from the Board regarding same. The type of test to be performed will be of such a nature as to satisfy the Board as to Sibille's compliance with the terms and intent of this Agreement.

2.

With regards to the two (2) year term, the Board will review at the end of the first year, the present progress of Sibille in order to consider potentially removing the requirement for random drug/alcohol testing. There is no guarantee that the requirement will be removed for the second year, however, an incentive is being made available to Sibille.

3 .

The Board or its designated representative shall visit the work site or sites of Sibille, unannounced, in order to observe him in his environment and his medical records documentation. Such visits will not be intended to be intrusive in the workings of the facility or Sibille's job duties and it shall be Sibille's obligation to notify the facility of the work site visits prior to his commencement of work at such facility, as well as notify the Board of the identity and location of each work site.

4.

Sibille's failure to comply with any of the terms of this Agreement, or should he test positive regarding the random drug/alcohol testing, shall be deemed just cause for the suspension or revocation of Sibille's license or any other disciplinary action, as if such violation were enumerated among the causes provided in LSA R.S. 37:2413 and the Rules promulgated by the Board.

5.

During the entire two (2) year term, Sibille is to be available for meetings with the Board or a representative committee of the Board upon reasonable notice.

6.

At the end of the two (2) year term, Sibille shall meet the Board or representative committee of the Board to discuss compliance with this Agreement.

7.

If Sibille ceases to practice physical therapist assisting in Louisiana, or does not practice continuously, for the term set forth in this Agreement, the effect of the random drug/alcohol testing, shall be suspended for the duration of the cessation. Sibille may timely petition the Board in writing for review of this matter on the basis of personal hardship or other necessitous circumstances. The Board in its discretion may alter the terms of this provision depending upon the facts of the matter. "Timely" shall mean prior to the cessation or within five (5) days after the commencement of the cessation.

8.

Sibille hereby releases the Board, its representatives and attorney for any other obligations or liability in their endeavors to administer this Agreement.

9.

The effective date of this Agreement if accepted by the Board shall be June 1, 2002.

10.

Respondent declares that, before signing this Agreement, he has carefully read this document, he knows and understands the contents thereof, he signs it as an act of his own free will, he understands its meaning and effect, he has had the opportunity to retain counsel if he so chose, he waives all rights to a formal public hearing and he consents to this Agreement.

THUS DONE AND PASSED, on the 10th day of June 2002, at the City of Lake Charles, Parish of Calcasieu Louisiana, in the presence of the two undersigned competent witnesses, who hereunto sign their names with Appearer and me, Notary, after due reading of the whole.

WITNESSES:

Tracy S. Richard

Steven M. Sibille

Steven M. Sibille

Judy A. Boudreaux

Delia K. Libert

Notary Public

AGREED TO AND ACCEPTED this 10th day of June, 2002.

LOUISIANA STATE BOARD OF
PHYSICAL THERAPY EXAMINERS

Becky Lege', PT

Becky Lege', P.T.

LOUISIANA STATE BOARD OF PHYSICAL THERAPY EXAMINERS
Monitor Tracking Guide

Case Number: _____

Date: March 23, 2004 Licensee: Steve Sibille

Purpose of monitor visit: Work-site visit to interview and observe Steve during patient care as well as speak to co-workers regarding Steve's work performance.

Evidence of Compliance: Upon arrival at Steve's workplace, Dubuis Hospital, Steve was observed interacting with patients and interviewed regarding compliance with Board requirements. Steve states he is being drug tested when asked and had his last test the previous week. He states he is not in a formal support group but attends church regularly and is involved with bible studies at his church.

Spoke with Brandon Luttrell, supervising PT at Dubuis. He states Steve has been doing great and everything he does is above average.

The interim administrator of Dubuis is Sam Barkman, who is based in Houston and not physically in Lake Charles. I was not able to speak to him but spoke to his administrative assistant, Judy Boudreaux. She states there are no issues with Steve and he is doing very well this time.

Evidence of Non-Compliance: None noted

Attachments: None

Board Designee: Dionne Francois

LOUISIANA STATE BOARD OF PHYSICAL THERAPY EXAMINERS
Monitor Tracking Guide

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Evidence of Non-Compliance: None noted

Attachments: None

Board Designee: Dionne Francois

Steven Sibille

Term of Consent Order 6/1/02 to 5/31/04

- a. Be available for meetings with Board or representative committee
- b. Meet with the Board at the end of two years to discuss compliance
- c. Dubuis Hospital 337-491-7522 - monitor
- d. Random Drug Screen

June 02	July 02	Aug 02	Sept 02	Oct 02	Nov 02	Dec 02
					D	D

Jan 03	Feb 03	Mar 03	Apr 03	May 03	June 03	July 03	Aug 03	Sept 03	Oct 03	Nov 03	Dec 03
	D	D C		D	A						D

Jan 04	Feb 04	Mar 04	Apr 04	May 04
		A D	B	