

SETTLEMENT AGREEMENT
In re Patty Louise Healy-Osborne, PT
Docket No. 23-PHY-005

STATE OF NEW HAMPSHIRE
PHYSICAL THERAPY GOVERNING BOARD
CONCORD NH 03301

In the Matter of:

Docket No.: 23-PHY-005

Patty Louise Healy-Osborne
Physical Therapist Lic. #2271

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 physical therapy, the New Hampshire Physical Therapy Governing Board ("Board") and Patty Louise Healy-Osborne, PT ("Respondent"), a physical therapist licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board in accordance with the following terms and conditions:

1. The Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by physical therapists who are its licensees pursuant to RSA 328-F:23, I and RSA 328-F:24. The Board may dispose of any such allegations by settlement and without commencing or completing a disciplinary hearing pursuant to RSA 328-F:24, VI and AHP 214.01.
2. The Board first granted Respondent a license to practice as a licensed physical therapist in the state of New Hampshire on September 16, 1998. Respondent holds license number 2271. Respondent's current license expires on 12/31/2022.

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3. In response to a complaint filed with the Board on April 16, 2021, OPLC Enforcement conducted an investigation concerning allegations regarding the Respondent's conduct during a discharge and related vehicle transfer assessment for a patient.

4. Respondent stipulates to the following facts:

- a. On March 28, 2021, the Respondent came into her place of work with the knowledge of her supervisor to conduct a Vehicle Transfer Assessment ("VTA") for a patient due for discharge from the Pheasant Wood Center.
- b. At some point during the discharge processing, either the Respondent or the patient expressed initial concern for the patient's ability to physically operate the vehicle as it concerned his lower body's mobility.
- c. It was during this point in the assessment that the Respondent did sit in the passenger seat of the vehicle while the patient, a legally licensed driver in the state of New Hampshire, did begin to operate and drive his vehicle, including driving forward, backwards, and parking in a Covid-designated parking lot of the rehabilitation center property.
- d. The Respondent did not contact her supervisor, or any other superior, to communicate the request or intent for the patient to operate the motor vehicle with her inside prior.
- e. During an interview conducted between the Respondent and Pheasant Wood Center internally on April 6, 2021, the Respondent did state that

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this additional portion to the assessment should have been communicated to a supervisor prior to the patient operating the vehicle.

5. 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(c), Phy 405.01(d), Phy 501.03, and through that the American Physical Therapy Association's Code of Ethics for the Physical Therapist, Principle 3(B) and 3(C).

6. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a licensed physical therapist in the State of New Hampshire pursuant to RSA 328-F:23, III.

7. WHEREFORE, the Respondent consents to the Board imposing the following disciplinary sanctions and terms pursuant to RSA 328-F:23, III:

- a. The Respondent is **REPRIMANDED**.
- b. The Respondent shall take five (5) hours of **PROFESSIONAL ETHICS COURSES** in the topics of ethics and practicing boundaries within three (3) months of the effective date of this agreement and provide the Board with documentation showing her successful completion of those hours. These hours shall be in addition to the continuing education hours required by the Board for renewal of license.
- c. With proof of course completion, the Respondent shall also provide a Letter of Reflection pursuant to the following terms:

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- i. The Letter of Reflection shall be in the Respondent's own words and shall at a minimum apply the contents of the CE course(s) to the facts stipulated to in paragraph 4.
 - ii. The Letter of Reflection shall be confidential and exempt from disclosure under RSA 91-A.
 - iii. Respondent shall bear all costs of education and reporting required by this Settlement Agreement but shall be permitted to share such costs with third parties.
8. Should Respondent fail to comply with any of the terms of this *Settlement Agreement*, the Board reserves the right to suspend Respondent's license or impose other authorized discipline.
9. 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. 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 Settlement Agreement as a factor in determining appropriate discipline should any future misconduct be proven against Respondent in the future.
10. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Board as a public document.

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11. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made other than those terms and conditions expressly stated herein.
12. Respondent understands that entering into this *Settlement Agreement* is a final act and not subject to reconsideration, judicial review, or appeal.
13. Respondent agrees to support the adoption of this agreement by the Board.
14. Respondent understands that this agreement is an adverse action against Respondent's license and will be reported to all relevant jurisdictions.
15. 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* has prejudiced Respondent's right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
16. 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 *Settlement Agreement*.
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 right to

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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, quality 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 and shall become final after 30 days pursuant to Plc 205.04.

[End of terms. Signatures to follow.]

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FOR RESPONDENT

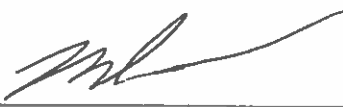
Dated: June 29th, 2023

Patty L. Healy-Osborne PT
Patty-Louise Healy-Osborne, PT
Respondent

FOR THE BOARD

ACCEPTED BY THE PHYSICAL THERAPY GOVERNING BOARD on this 25th day of
July, 2023 ("Effective Date").

Date: 7/25/23


(Signature)

Nicholas Frye Presiding Officer
Authorized Representative of the
Board of Allied Health Professionals and/or
Physical Therapy Governing Board

