

disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

5. Licensee understands and agrees that the Missouri State Board Optometry will maintain this Agreement as an open record of the Board as required by Chapters 336, 610, 620 and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The Missouri State Board of Optometry is an agency of the State of Missouri created and established pursuant to chapter 336, RSMo (2005), for the purpose of executing and enforcing the provisions of chapter 336, RSMo (2005), governing the licensing of Optometrists.

2. Steven P. Thibon, O.D., is a licensee of the Board and has been so licensed since 1993, license number T03130.

3. Dr. Thibon's license is and at all times herein mentioned was current and active.

4. Between February 19 and March 13, 2004, Licensee misappropriated more than \$750.00 from California Progress Inc., ("CPI") a volunteer organization located in California, Missouri.

5. Licensee took the money without the consent of CPI, for his own benefit.

6. The misappropriation was the result of Licensee's gambling addiction.

7. Following the theft, Licensee repaid the funds to CPI, and voluntarily reported his actions to the CPI Board of Directors. Licensee took full responsibility for the theft.

8. On May 1, 2006, as a result of his admission, Licensee pleaded guilty to theft of property worth more than \$500 but less than \$25,000, a Class C Felony in Missouri (under § RSMo 570.030).

9. Licensee was given a Suspended Imposition of Sentence by the Moniteau County Circuit Court in Missouri. Licensee was further given five (5) years probation by the Circuit Court, with additional requirements placed on Licensee for the duration of his probationary period.

10. Theft is a crime that involves dishonesty and deceit, and is an offense that involves moral turpitude. Therefore, the crime of theft is reasonably related to the qualifications, functions and duties of a licensed optometrist, as governed by § 336.110, RSMo (2005).

11. Cause exists to discipline Dr. Thibon's optometry license due to his actions that lead to him being found guilty of theft for his misappropriation of funds from CPI.

12. Cause exists to discipline Dr. Thibon's optometry license under § 336.110.2(2), RSMo (2005)

JOINT PROPOSED CONCLUSIONS OF LAW

1. Section 336.110.2(2), RSMo (2005), provides the following as grounds for discipline:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate of registration or authority, permit or license for any one or any combination of the following causes:

(2) The person has been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution under the laws of any state or of the United States, for any offense reasonably related to the qualifications, functions or duties of any profession licensed or regulated under this chapter, for any offense an essential element of which is fraud, dishonesty or an act of violence, or for any offense involving moral turpitude, whether or not sentence is imposed.

2. Therefore, cause exists to discipline Licensee's license pursuant to § 336.110.2(2), RSMo (2005).

II.

JOINT AGREED ORDER

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Optometry in this matter under the authority of § 621.110, RSMo (2005). This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

1. The optometry license, No. T03130, issued to Licensee, is hereby placed on PROBATION for a period of five (5) years (the “disciplinary period”). During Licensee’s probation, Licensee shall be entitled to engage in the practice of optometry under Chapter 336, RSMo, provided he adheres to all of the terms of this Agreement.

2. During the disciplinary period, Licensee shall fully comply with the *Special Conditions of Probation*, as required pursuant to his criminal sentence. The *Special Conditions of Probation* are attached to this Agreement as Appendix A.

3. During the disciplinary period, Licensee shall submit Quarterly Compliance Reports to the Board, stating that he is in full compliance with all of the terms of this Agreement. These Quarterly Compliance Reports will be due on January 1, April 1, July 1, and October 1 of each year during the disciplinary period.

4. Licensee shall also be required to have his counselor submit a letter to the Board stating that Licensee has successfully completed his treatment program and any after care recommendations made by the counselor, as well as stating that Licensee’s condition will not interfere with his judgment or ability to practice optometry.

5. During the disciplinary period, Licensee shall comply with all provisions of Chapter 336, RSMo; all the regulations of the Board; all applicable federal and state drug laws, rules, and regulations; and all federal and state laws. State here includes all states and territories of the United States.

6. During the disciplinary period, Licensee shall keep the Board informed of Licensee's current work and home telephone numbers and addresses. Licensee shall notify the Board in writing within ten (10) days of any change in this information.

7. During the disciplinary period, Licensee shall timely renew his license and timely pay all fees required for licensing and comply with all other Board requirements necessary to maintain Licensee's license in a current and active state.

8. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor his compliance with the terms and conditions of this disciplinary Agreement.

9. During the disciplinary period, Licensee shall appear in person for interviews with the Board or its designee upon request.

10. Licensee shall notify, in writing, the appropriate licensing authorities of the jurisdiction in which he is residing or practicing, within ten (10) days of the effective date of the disciplinary period, of Licensee's disciplinary status in Missouri. Licensee shall forward a copy of this written notice to the Board contemporaneously with sending it to the relevant licensing authority. In the event Licensee should leave Missouri to reside or practice optometry outside the state during the disciplinary period, Licensee shall notify the Board in writing of the dates of departure and return no later than ten (10) days before Licensee's departure. Furthermore, Licensee shall, no later than ten (10) days after the commencement of any residence or practice

outside this state, notify in writing the optometry licensing authorities in the jurisdiction in which Licensee is residing or practicing of Licensee's disciplinary status in Missouri.

11. Licensee shall notify, within fifteen (15) days of the effective date of this Agreement, all out-patient centers, clinics, and all other facilities where Licensee practices or has privileges of Licensee's disciplinary status. Licensee shall notify any optometry assistants or other allied health care professionals he supervises of the disciplinary action imposed. Notification shall be in writing and Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative.

12. For purposes of this Agreement, unless otherwise specified in this Agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Board in this Agreement shall be forwarded to the Missouri State Board of Optometry, 3605 Missouri Boulevard, P.O. Box 1335, Jefferson City, Missouri 65102.

13. This Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 336, RSMo, by Licensee not specifically mentioned in this document.

B. Upon the expiration of the disciplinary period, Licensee's license shall be fully restored if all requirements of law have been satisfied; provided however, that in the event the State Board of Optometry determines that Licensee has violated any term or condition of this Agreement, the Board may in its discretion, vacate this Agreement and impose such further discipline as the Board shall deem appropriate.

C. No additional order shall be entered by this Board pursuant to the preceding paragraph of this Agreement without notice and an opportunity for hearing before this Board as a contested case in accordance with the provisions of Chapter 536, RSMo. If any alleged violation of this Agreement occurred during the disciplinary period, the parties agree that the Board may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Agreement has occurred.

D. If the Board determines that the Licensee has violated a term or condition of the disciplinary period which violation would also be actionable in a proceeding before the Administrative Hearing Commission or in the circuit court, the Board may elect to pursue any lawful remedies afforded it and is not bound by this Agreement in its election of remedies concerning that violation.

E. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

F. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

EFFECTIVE THIS 23RD DAY OF OCTOBER, 2006.