



AGREEMENT

A. RECITALS

This agreement is made by the North Dakota Medical Imaging and Radiation Therapy Board and Thomas E. Mohr.

WHEREAS, North Dakota Century Code (N.D.C.C.) ch. 43-62 established the Board and requires a license issued by the Board in order to provide medical imaging and radiation therapy for human beings.

WHEREAS, Mohr has sought a temporary license to practice as a radiographer, but has had multiple suspensions while in school and has multiple criminal convictions, all within the past three calendar years.

WHEREAS, the Board's purpose is to protect the public health, safety, and welfare through insuring that individuals who are operating medical imaging equipment have the requisite knowledge and skills and ethical abilities to insure public safety. This specifically includes authority to impose stipulations, limitations or conditions relating to the performance of medical imaging or radiation therapy pursuant to N.D.C.C. § 43-62-18(4). The Board also may bring a disciplinary action against the licensee on grounds that the licensee has performed any dishonorable, unethical, or unprofessional conduct likely to deceive, defraud, or harm the public pursuant to N.D.C.C. § 43-62-19(5), and upon the conviction of any misdemeanor determined by the Board to have a direct bearing upon an individual's ability to serve the public as a licensee or a conviction of any felony under N.D.C.C. § 43-62-19(2).

WHEREAS, the Board and Mohr agree that public health would be preserved and enhanced if Mohr were granted an opportunity to demonstrate rehabilitation under appropriate safeguards which allow the Board to monitor his work performance.

B. REQUIREMENTS

1. The Board will grant a temporary license to Mohr upon his agreement to the following terms:

- a. Mohr must provide a copy of this agreement to any supervisor employing him within the next two years from the date of this agreement.
- b. Mohr's supervisor must provide written quarterly reports to the Board noting any disciplinary, ethical, or performance concerns, or the absence of such concerns.
- c. One year from the date of issue of his temporary license as a radiographer, Mohr will complete a criminal history record check at his own expense.
- d. Prior to renewal of license for 2019, the Board office will perform a name search of the criminal records in North Dakota and Minnesota.

2. Mohr's license will be subject to the same provisions as other licenses granted by the Board except as modified by this Agreement. This Agreement continues in effect upon Mohr's qualification to change from a temporary license to a regular license, and also if Mohr qualifies in any additional modalities.

3. A violation of this agreement is an independent violation and grounds for further disciplinary action. The Board may determine, in its sole discretion and without a hearing or appeal, whether Mohr has violated the terms of this agreement, and any consequences for the violation for failure. The Board will notify Mohr of any issues in

this regard and provide Mohr with an opportunity to provide a written explanation or rebuttal before imposing any consequences for the violation or failure. The consequences may include a fine, a period of suspension, further education, or other disciplinary remedies that are lawfully available to the Board.


4. No breach of any provision of this agreement can be waived by an undersigned party unless in writing. Waiver of any one breach by an undersigned party shall not be deemed to be a waiver of any other breach of the same or any other similar provision.

5. There are no covenants, promises, undertakings, or understandings other than has specifically been set forth in this agreement.

6. This Agreement shall be governed by the substantive laws of the State of North Dakota without regard to conflict of law principles.

7. The undersigned parties represent and declare that in signing this document they rely solely upon their own judgment, belief, and knowledge and the advice and recommendation of their own independently selected counsel, if any, concerning the nature, expense, and duration of their right to any claims, and that they have not been influenced to any extent whatsoever in signing this document by representations or statements except those referred to or contained in this document.

Dated this 18 day of September, 2017.

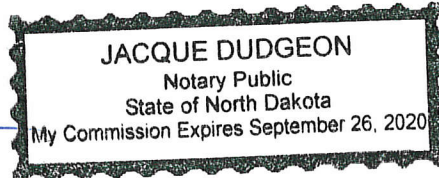


Thomas E. Mohr

State of North Dakota
County of Cass

Subscribed and affirmed to before me
this 18 day of Sept, 2017.

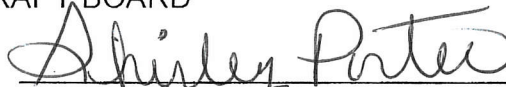

Notary Public



Dated this 21 day of September, 2017.

MEDICAL IMAGING AND RADIATION
THERAPY BOARD

By:


Shirley Porter, President