

**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS
AND RYAN B. SONDERGARD, DO**

COMES NOW Ryan B. Sondergard, DO, ("Licensee") and the Missouri State Board of Registration for the Healing Arts ("the Board"), and enter into this agreement for the purpose of resolving the issue of whether Licensee's physician and surgeon's license is subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to sections 536.060 and 621.045, RSMo.¹

1. Licensee acknowledges that he understands the various rights and privileges afforded to him by law, including the right to a hearing of the charges; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing; the right to present evidence on his own behalf; the right to a decision based upon the record concerning the charges pending against him; and the right to present evidence in mitigation of discipline at a hearing before the Board. Having been advised of these rights provided to him by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights, freely enters into this agreement and agrees to abide by the terms of this document as they pertain to him.
2. Licensee acknowledges that he may, at the time this agreement is effective or within fifteen (15) days thereafter, submit this agreement to the Administrative Hearing Commission to determine whether the facts agreed to by the parties constitute grounds to discipline Licensee's license.
3. Licensee acknowledges that he has been advised of his right to consult legal counsel in this matter.
4. The parties stipulate and agree that the discipline agreed to by the Board and Licensee in the consent order in Part III is based only on the agreement set out in Parts I and II herein. Licensee understands that the Board may take further action against him based on facts or conduct not specifically mentioned in this document that is either presently known to the Board or later discovered.

¹ All statutory references are to the Revised Statutes of Missouri Cumulative Supplement (2018), unless otherwise stated.

5. Licensee understands and agrees that the Board will maintain this agreement as an open record as required by Chapters 324, 334 and 610, RSMo, and it will report this agreement to the National Practitioner Data Bank ("NPDB") and the Federation of State Medical Boards ("FSMB").

I. JOINT STIPULATION OF FACTS

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

6. The Board is an agency of the state of Missouri created and established pursuant to section 334.120, RSMo, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.
7. Licensee is licensed by the Board as a physician and surgeon, license number 2016044657, which was first issued on December 27, 2016. Licensee's license is current, and was current and active at all times relevant herein.
8. On or about January 13, 2021, the Board received a complaint which alleged that the Licensee had hidden a cell phone in the bathroom ceiling at his wife's parent's home.
9. The complainant reported that on February 3, 2019, the Licensee came to the home for a Superbowl party; that the Licensee had frequented the home often in the past and was familiar with who lived in the home, as well as their patterns for using the various bathrooms.
10. The Licensee frequently excused himself from the party to use the bathroom due to not feeling well.
11. At one point the wife's minor sister took a shower in the bathroom; while in the bathroom, the sister noticed a cellular phone in ceiling, and took a picture of the cellular phone.
12. At a later date, the Licensee was confronted about the incident; the Licensee admitted he had placed the cellular phone in the ceiling; the Licensee later wrote a handwritten letter of contrition to the family.
13. The complainant reports that the above-incident has had on-going negative impact upon the family with feelings of failure, fear, and mistrust toward the medical community and mental health professionals.
14. On August 2, 2021, the Board's investigator met with the Licensee and his attorney for an interview. During this interview, the Licensee acknowledged he had placed his cell phone in the downstairs bathroom; the Licensee denied any specific purpose for the placement of the cellular phone or that any images or video were captured.

15. The above-incident constitutes conduct that is or might be harmful to the mental health of a member of the public or the public in general.
16. The above is cause to discipline Licensee's license pursuant to section 334.100.2(5), RSMo.

II. JOINT CONCLUSIONS OF LAW

17. Cause exists to discipline Licensee's license pursuant to section 334.100.2(5), RSMo., which states:

(5) Any conduct or practice which is or might be harmful or dangerous to the mental or physical health of a patient or the public; or incompetency, gross negligence or repeated negligence in the performance of the functions or duties of any profession licensed or regulated by this chapter. For the purposes of this subdivision, "repeated negligence" means the failure, on more than one occasion, to use that degree of skill and learning ordinarily used under the same or similar circumstances by the member of the applicant's or licensee's profession;

18. Licensee's conduct, as established by the foregoing facts, falls within the intendments of section 334.100.2(5), RSMo.
19. Cause exists for the Board to take disciplinary action against Licensee's license under section 334.100.2(5), RSMo.

III. CONSENT ORDER ON DISCIPLINE


Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of section 621.110, RSMo. This agreement, including the disciplinary order, will be effective immediately on the date entered and finalized by the Board. The following are the terms of the disciplinary order:

20. The physician and surgeon's license issued by the Board to Licensee, number 2016044657, is hereby PUBLICLY REPRIMANDED.
21. If Licensee is licensed in other jurisdictions, he shall forward written notice of this disciplinary action to the medical licensing authorities of those jurisdictions within thirty (30) days of the effective date of this agreement. Licensee shall submit a copy of the written notice to the Board contemporaneously with sending it to the relevant licensing authority. If Licensee is not licensed in other jurisdictions, he shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.


22. Licensee shall, within thirty (30) days of the effective date of this agreement, forward written notice of this disciplinary action to all employers, hospitals, nursing homes, out-patient centers, clinics, and any other facility where Licensee practices or has privileges. 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. If Licensee does not have an employer, staff privileges or practice at any facility, he shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.
23. Licensee shall, within thirty (30) days of the effective date of this agreement, forward written notice of this disciplinary action to any allied health care professionals supervised by Licensee. 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. If Licensee does not supervise any allied health professionals, he shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.
24. For purposes of this agreement and unless otherwise specified herein, all reports, documentation, evaluations, notices, or other materials Licensee is required to submit to the Board in this agreement shall be forwarded to the State Board of Registration for the Healing Arts, Attention: Enforcement, P.O. Box 4, Jefferson City, Missouri 65102.
25. This agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by Licensee not specifically mentioned in this document, either currently known to the Board or later discovered.
26. 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 attorney's fees and expenses, including any claims pursuant to section 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

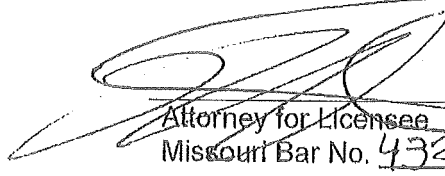
agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law or administrative tribunal deems this agreement or any portion thereof void or unenforceable.


LICENSEE


Ryan B. Sondergard, DO 7/26/23
Licensee Date

BOARD


James Leggett 8/9/23
Executive Director Date


Attorney for Licensee 7/19/23
Missouri Bar No. 43278 Date


David Dykas 8/9/2023
General Counsel Date
Missouri Bar No. 50136

EFFECTIVE THIS 9th DAY OF AUGUST, 2023.