

**BEFORE THE MINNESOTA
BOARD OF PHYSICAL THERAPY**

In the Matter of the
Physical Therapy License
of Barbara Flaherty, P.T.
Year of Birth: 1949
License Number: 1058

**AGREEMENT FOR
CORRECTIVE ACTION**

This Agreement is entered into by and between Barbara Flaherty, P.T. ("Licensee"), and the Complaint Review Committee ("Committee") of the Minnesota Board of Physical Therapy ("Board") pursuant to the authority of Minn. Stat. § 214.103, subd. 6(a) (2010). Licensee was represented by Marlene S. Garvis of Jardine Logan & O'Brien, P.L.L.P., 8519 Eagle Point Boulevard, Suite 100, Lake Elmo, Minnesota 55042, telephone (651) 290-6569. The Committee was represented by Bryan D. Huffman, Assistant Attorney General, 1400 Bremer Tower, 445 Minnesota Street, St. Paul, Minnesota 55101, telephone (651) 757-1439. Licensee and the Committee hereby agree as follows:

FACTS

1. On November 18, 1972, Licensee was licensed to practice physical therapy in Minnesota.
2. Licensee's 2010 license renewal application process revealed that a complaint was opened against Licensee with the State of Wisconsin Physical Therapy Examining Board ("Examining Board") in March 2008.
3. In accordance with the complaint and subsequent investigation, the Board accepts the following facts as true, as determined by the Examining Board:
 - a. At all times relevant to the complaint, Licensee was employed as a physical therapist at a health center in West Bend, Wisconsin.

b. On February 20, 2008, patient GW (80 years of age) was diagnosed with early-stage Parkinson's disease. Her neurologist indicated GW would need to be careful when walking and transferring. GW was also medically frail with a complex history of malunion of the left ankle with lateral subluxation and knee arthroplasty, among other conditions.

c. Between February 28, 2008, and March 7, 2008, Licensee provided seven one-hour physical therapy sessions to GW. Licensee's treatment included ambulation with "assist of one."

d. On March 6, 2008, Licensee released GW to independent ambulation with a walker and supervision at night.

e. On March 11, 2008, GW fractured her hip when she walked unassisted and fell.

f. On March 12, 2008, GW underwent hip replacement surgery due to the fracture. She died of apparent cardiac arrest during the procedure.

4. Following the investigation, the Examining Board determined that:

a. Licensee's care of GW was within standards of minimal competence, the power of attorney was appropriately consulted, and nursing staff was trained to address the change in GW's level of care. An expert opined that it is possible GW made sufficient progress to justify the change in care level.

b. Despite Licensee's adherence to minimal standards of competence, Licensee did not adequately document consultations or assessments concerning GW.

5. Licensee's Wisconsin Order provides a basis for Board action under Minn. Stat. § 148.75(a)(19) and (20). (A true and correct copy of the Wisconsin Order is attached and incorporated herein as Exhibit A.) The Committee also views Licensee's practices as

inappropriate based on the facts in the Wisconsin Order, requiring action under Minn. Stat. § 148.75(a)(6). Licensee agrees that the conduct cited above constitutes a reasonable basis in law and fact to justify corrective action under these statutes.

CORRECTIVE ACTION

6. Based on the foregoing, within six months of the date of this Agreement, Licensee agrees to take the following course work. Licensee shall successfully complete at least six hours of continuing education in medical record keeping for physical therapists. If Licensee has already completed, or will complete, at least six hours of continuing education pursuant to the Wisconsin Order and wishes to use those hours to satisfy this Agreement, Licensee must submit the following evidence to the Minnesota Board of Physical Therapy: (1) preapproval through the Wisconsin Department Monitor, at the Department of Regulation and Licensing; (2) successful completion of the continuing education course(s); and (3) any supporting documentation submitted to the Wisconsin Physical Therapy Examining Board.

7. Upon Licensee's satisfactory completion of the corrective action referred to in paragraph 6, the Committee agrees to dismiss the complaint referenced in the Facts section above. Licensee agrees that the Committee shall be the sole judge of satisfactory completion. Licensee understands and further agrees that if, after dismissal, the Committee receives additional complaints similar to that referenced in the Facts section, the Committee may reopen the dismissed complaint.

8. If Licensee fails to complete the corrective action satisfactorily or if the Committee receives additional complaints similar to that referenced in the Facts section, the Committee may, in its discretion, reopen the investigation and proceed according to Minn. Stat. chs. 148, 214, and 14. Failure to complete the corrective action satisfactorily constitutes failure

to cooperate with an investigation of the Board under Minn. R. 5601.3200, subp. 4. In any subsequent proceeding, the Committee may use as proof of the allegations referred to in the Facts section Licensee's agreements herein.

9. This Agreement shall become effective upon execution by the Committee and shall remain in effect until the Committee dismisses the complaint, unless the Committee receives additional information that renders corrective action inappropriate. Upon receipt of such information, the Committee may, in its discretion, proceed according to Minn. Stat. chs. 148, 214, and 14.

10. Licensee understands that she is solely responsible for the costs of completing the corrective action referenced in paragraph 6 herein.

11. Licensee understands that this Agreement does not constitute disciplinary action and will not be reported to the National Practitioner Data Bank. Licensee further understands and acknowledges that this Agreement and any letter of dismissal are classified as public data.

12. Licensee hereby acknowledges having read and understood this Agreement and having voluntarily entered into it. This Agreement contains the entire agreement between the Committee and Licensee, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

Dated: 6/29/2012

Dated: 7/17/2012

Barbara Flaherty, PT
BARBARA FLAHERTY, P.T.
Licensee

Kathy Trishake - P.T.
FOR THE COMMITTEE

AG: #3018016-v1