



# MINNESOTA BOARD OF PHYSICAL THERAPY

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## PERSONAL AND CONFIDENTIAL

March 17, 2016

Kathrine Rae Schmit, PTA  
1311 133rd Ln NE  
Ham Lake, MN 55304

Re: Agreement for Corrective Action, dated July 17, 2015

Dear Kathrine Schmit:

This is to notify you that on March 14, 2016, following review of your file, the Complaint Review Committee determined that you had satisfied the terms of your Agreement for Corrective Action. The Committee also decided to dismiss the case, as allowed by the terms of your Agreement. The above matter is now closed.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Eric De Tomaso".

Eric De Tomaso  
Assistant Executive Director

**BEFORE THE MINNESOTA  
BOARD OF PHYSICAL THERAPY**

In the Matter of the  
Physical Therapy License  
of Kathrine Rae Schmit, P.T.A.  
Year of Birth: 1972  
License Number: A1038

**AGREEMENT FOR  
CORRECTIVE ACTION**

This Agreement is entered into by and between Kathrine Rae Schmit, P.T.A. ("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) (2014). Licensee has been advised by Board representatives that she may choose to be represented by legal counsel in this matter. Licensee elected to forgo legal representation. The Committee was represented by Nicholas Lienesch and Andrew Petit, Assistant Attorneys General, 1400 Bremer Tower, 445 Minnesota Street, St. Paul, Minnesota 55101, telephone (651) 757-1315. Licensee and the Committee hereby agree as follows:

**FACTS**

1. Licensee was licensed as a physical therapist assistant ("P.T.A.") in Minnesota on July 1, 2008.
2. Licensee was employed as a P.T.A. at a nursing home in Brooklyn Center ("Facility"), during the relevant time period.
3. From March 2011 to December 2013, Licensee had unprofessional interactions with patients where those patients felt they were being pushed too hard in their therapy. These unprofessional interactions created an environment where patients did not feel comfortable refusing therapy thereby creating a risk of patient harm.

4. From March 2011 to December 2013, Licensee had unprofessional interactions with other Facility staff on multiple occasions causing patients to lose confidence in the Facility's ability to properly administer patient care.

5. On June 8, 2015, Licensee met with the Committee to discuss the information set forth above. The Committee views Licensee's conduct as inappropriate under Minnesota Statutes sections 148.75(a)(1) and 148.75(a)(6).

### **CORRECTIVE ACTION**

1. Within six months of the date of this Agreement for Corrective Action ("ACA"), Licensee must successfully complete: (1) an 8 hour individualized professional boundaries course taught by Dr. John Hung, or another course approved in advance by the Committee; (2) a day-long workshop devoted to professional communications approved by Dr. Hung and the Committee in advance, and (3) a day-long workshop devoted to proper interpersonal communications approved by Dr. Hung and the Committee in advance. The course and workshops must be specifically tailored to address patient communications and interactions, stress management, and professional issues, along with any other areas that Dr. Hung, or his equivalent, recommends.

2. Licensee authorizes the Board to furnish a copy of her records on file with the Board, including, but not limited to, application for employment, curriculum vitae, job description, employment contracts, performance evaluations, all records of verbal and written complaints, all disciplinary action(s), dates of employment, and termination documents in the Board's possession, and a copy of all records of patient complaints and/or staff complaints, all records of incident reports, and all records of oral or written reprimands in the Board's possession to, or allow those records to be inspected and/or copied by, Dr. John Hung, or his

equivalent, as reasonably necessary to efficiently complete the corrective action set forth in paragraph 1 above. Licensee releases the Board, its agents, and the agents of the Minnesota Attorney General's Office representing the Board from liability for so releasing said records.

3. Upon Licensee's satisfactory completion of the corrective action set forth in paragraph 1 above, the Committee agrees to dismiss the complaint referenced in the Facts section above. Licensee agrees that the Committee will be the sole judge of satisfactory completion. Licensee understands and further agrees that if, after dismissal, the Committee receives additional complaints similar to those referenced in the Facts section, the Committee may reopen the dismissed complaint.

4. If Licensee fails to complete the corrective action satisfactorily or if the Committee receives additional complaints similar to those 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 the Facts section of this Agreement as evidence.

5. This Agreement will become effective upon execution by the Committee and will 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.

6. Licensee understands that she is solely responsible for the costs of completing the corrective action set forth above.

7. 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.

8. 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: July 5, 2015.

Dated: : July 27<sup>th</sup>, 2015.

Kathrine Rae Schmit P.T.A.  
KATHRINE RAE SCHMIT, P.T.A.  
Licensee

[Signature]  
FOR THE COMMITTEE