



MINNESOTA BOARD OF PHYSICAL THERAPY

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PERSONAL AND CONFIDENTIAL

May 20, 2015

Ms. Carol Gilligan, PT #4069
14111 Paris Ave N
Stillwater, MN 55082

RE: Agreement for Corrective Action, dated August 21, 2009

Dear Ms. Gilligan:

This is to notify you that on May 11, 2015, 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,



Erin DeTomaso

Assistant Executive Director

**BEFORE THE MINNESOTA
BOARD OF PHYSICAL THERAPY**

In the Matter of the
Physical Therapy License
of Carol Gilligan, P.T.
Date of Birth: 7/28/1959
License Number: 4,069

**AGREEMENT FOR
CORRECTIVE ACTION**

This Agreement is entered into by and between Carol Gilligan, P.T. ("Respondent"), 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) (2008). Respondent has been advised by Board representatives that Respondent may choose to be represented by legal counsel in this matter. Although aware of this opportunity, Respondent has elected not to be represented by counsel. The Committee was represented by Nathan W. Hart, Assistant Attorney General, 1400 Bremer Tower, 445 Minnesota Street, St. Paul, Minnesota 55101, telephone (651) 296-7575. Respondent and the Committee hereby agree as follows:

FACTS

1. This Agreement is based upon the following facts:
 - a. Respondent was licensed to practice physical therapy in Minnesota on March 18, 1987. On May 25, 2000, Respondent entered into a Stipulation and Order with the Board based on a number of practice violations, including but not limited to disclosing patient information to parents of other patients, incorrectly submitting claims to insurance companies, and failing to complete medical documentation. On May 15, 2003, the Board issued Respondent an unconditional license.
 - b. In May 2007, the Board received a complaint containing allegations with regard to the care Respondent provided to patient #1. The Board referred the matter to the

Minnesota Attorney General's Office for investigation. Based on that investigation and a review of Respondent's treatment records for patient #1, practice issues were identified that failed to meet American Physical Therapy Association ("APTA") Standards of Practice. For example, Respondent failed to complete documentation and thus billed for services without substantiating documentation, failed to document the required supervision of physical therapist assistants, failed to document for each date of service during the same week, and failed to accurately document information reported by the patient.

2. On March 2, 2009, Respondent met with the Committee to discuss the information set forth in paragraph 1, above. Based on the discussion, the Committee views Respondent's conduct as inappropriate under Minn. Stat. § 148.75(a)(5) and (11) (2005), and Respondent agrees that the conduct cited above constitutes a reasonable basis in law and fact to justify corrective action under these statutes.

CORRECTIVE ACTION

3. Based on the foregoing, Respondent agrees to take the following corrective action:

a. ***On-Site Observation.*** Respondent shall submit to and cooperate with peer review, including on-site observation of treatment and review of patient records and bills, performed by the Minnesota APTA Problem Identification/Peer Review Committee.

b. ***Course Work.*** Respondent shall successfully complete educational courses determined by the results in the report from the Minnesota APTA within nine months of the date of this Agreement for Corrective Action.

4. Upon Respondent's satisfactory completion of the corrective action referred to in paragraph 3, the Committee agrees to dismiss the complaint referenced in paragraph 1 above.

Respondent agrees that the Committee shall be the sole judge of satisfactory completion. Respondent understands and further agrees that if, after dismissal, the Committee receives additional complaints similar to that referenced in paragraph 1, the Committee may reopen the dismissed complaint.

5. If Respondent fails to complete the corrective action satisfactorily or if the Committee receives additional complaints similar to that referenced in paragraph 1, 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 paragraph 1 Respondent's agreements herein.

6. 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.

7. Respondent understands that she is solely responsible for the costs of completing the corrective action referenced in paragraph 3 herein.

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

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

Dated: 8/15, 2009

Dated: 8-21-09, 2009

Signature on File

[Handwritten Signature]

CAROL GILLIGAN, P.A.
Respondent

Signature on File

[Handwritten Signature]

FOR THE COMMITTEE

AG: #2425503-v1