

**BEFORE THE MINNESOTA
BOARD OF PHYSICAL THERAPY**

In the Matter of the
Physical Therapy License
of Gwen Homer, P.T.
Year of Birth: 1961
License Number: 4373

**AGREEMENT FOR
CORRECTIVE ACTION**

This Agreement is entered into by and between Gwen Homer, 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) (2014). Licensee is represented by Fabian Hoffer, Esq. The Committee is represented by Nicholas Lienesch, Assistant Attorney General. Licensee and the Committee hereby agree as follows:

FACTS

1. Respondent was licensed by the Board as a physical therapist ("P.T.") in Minnesota on May 23, 2008.
2. On the dates of the events referenced below, Respondent worked for a contracting agency, providing physical therapy services to patients in southwest Minnesota and South Dakota.
3. On, or about, November 4, 2014, the following took place in Minnesota:
 - a. Respondent began, but failed to complete, an initial evaluation for a patient whom Respondent treated.
 - b. Respondent failed to sufficiently document physical therapy sessions with four patients.

4. Respondent's employer contacted Respondent on multiple occasions between November 4 and November 18, 2014, to inform Respondent of the above missed documentation, but Respondent failed to complete the documentation.

5. On October 12, 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

6. Within six months of the date of this Agreement for Corrective Action ("ACA"), Licensee must provide evidence that she has successfully completed the course entitled Essentials for Physical Therapy Practice, offered by the Minnesota chapter of the American Association of Physical Therapists. Within 30 days of completing the course, Licensee must submit a written report to the Committee discussing her understanding of the importance of documentation and how it relates to patient care. Committee approval of this written report is required for successful completion of this requirement.

7. Upon Licensee's satisfactory completion of the corrective action set forth in paragraph 6. 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.

8. 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.

9. 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.

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

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: 11/12, 2015

Gwen Homer
GWEN HOMER, P.T.
Licensee

Dated: November 25th, 2015

[Signature]
FOR THE COMMITTEE