MINNESOTA BOARD OF OCCUPATIONAL THERAPY PRACTICE

Protecting the Public

March 2, 2020

Rochelle Lindow
9124 40 1/2 Avenue North
New Hope, MN 55427

Dear Ms. Lindow:

This letter is in reference to the complaint filed against you with the Board. Following the investigation by the Complaint Resolution Committee of the Board, you entered into an Agreement for Corrective Action (Agreement) effective October 7, 2019.

The Complaint Resolution Committee of the Board has reviewed the documentation you provided regarding completion of the requirements of the Agreement and finds that all conditions of the agreement have been met. As such, the Complaint Resolution Committee has dismissed the complaint and the file is now closed.

Minnesota Statute requires that this letter and the original Agreement remain posted and available to the public on the Board's website.

If you have questions regarding this, don't hesitate to contact me.

Regards,

Christina Bourland
Executive Director

2829 University Ave SE
Suite 415
Minneapolis, MN 55414

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BEFORE THE MINNESOTA
BOARD OF OCCUPATIONAL THERAPY PRACTICE
COMPLAINT RESOLUTION COMMITTEE

In the Matter of
Rochelle Lindow, OT
License No. 101067

AGREEMENT FOR CORRECTIVE ACTION

This Agreement is entered into by and between Rochelle Lindow, OT ("Licensee"), and the Minnesota Board of Occupational Therapy Practice Complaint Resolution Committee ("Committee") pursuant to the authority of Minnesota Statutes section 214.103, subdivision 6(a)(2). Licensee and the Committee hereby agree as follows:

FACTS

1. On April 10, 2019, Licensee met with the Committee to discuss allegations regarding Licensee's occupational therapy practice contained in a Notice of Conference dated March 11, 2019. Nicholas Lienesch, Assistant Attorney General represented the Committee in this matter. Mark Whitmore, Esq., represented Licensee in this matter. Licensee and the Committee have agreed to enter into an Agreement for Corrective Action ("Agreement") to address the concerns identified below.

2. Licensee has provided occupational therapy services at an occupational therapy clinic ("Clinic") in St. Paul since February 2016, including the time period relevant to the allegations set forth below. Licensee's work at the Clinic during the pertinent time was on a part-time basis. Licensee used the Clinic's documentation and billing systems, which were established by the clinic owner. Licensee also maintained full-time employment at another organization. Those records are not the subject of this investigation.

a. Licensee's patient documentation failed to meet minimum standards of practice in multiple ways, including, (1) lacking a documented plan of care, evaluation, and "initial history intake" form for patients; and (2) using a "check-box" form to document services provided which did not identify the duration for which each service was provided.

b. Many of Licensee's patients received Medical Assistance ("MA"), a program funded by the federal government and administered in Minnesota by the Minnesota Department of Human Services ("DHS"). Licensee's documentation violated DHS regulations that apply to MA patients in multiple ways, including (1) lacking a documented plan of care for each patient; (2) failing to state the type, length, and scope of the service for each patient; (3) failing to consistently document objectives of treatment, description of patient progress, frequency and duration of treatment, plans for discharge, a description of patient progress, and length of service; and (4) submitting billing codes for services for some patients without any corresponding documentation that a patient was seen on the given date.

CORRECTIVE ACTION

3. Based on the available information and the discussion at the conference, the Committee views Licensee's practice as failing to meet minimum standards of occupational therapy practice under Minnesota Statutes section 148.6448, subdivision 1(3) (performed services in a manner below the standard of care), 1(12) (unprofessional conduct), and 1(17) (engaged in abusive billing practices), and Licensee agrees that the conduct cited above constitutes a reasonable basis in law and fact to justify corrective action. Licensee agrees to address the concerns identified by taking the following corrective actions:

a. ***Professional Consultation***. Licensee shall obtain one-on-one professional consultation from Cathy Brennan, M.A., OTR/L on the issues of OT documentation, ethics, and billing, and how to apply this knowledge to her practice. Consultation shall, in part, include education related to current MA billing requirements, specifically addressing the items noted above as lacking or missing from documentation completed for the Clinic. Licensee shall provide to the consultant all materials she deems to be relevant to addressing the above-stated facts and the issues of documentation, ethics, and billing. These materials must include, at a minimum, a sample of documentation completed while in the employ of the Clinic.

Within six months from the date of this Agreement, Licensee shall meet independently with the consultant for a minimum of eight hours across a maximum of three sessions, and shall cause the following to be completed:

Consultant Report. License shall have the consultant submit a report to the Board within 30 days of the conclusion of the consultations. The report shall provide:

1) A statement that the consultant has reviewed this Agreement and any other data deemed relevant;

2) The dates on which consultations were held with Licensee;

3) Licensee's active participation in each consultation;

4) The issues discussed in each consultation;

5) The consultant's assessment of Licensee's understanding and ability to deal with billing, documentation, and ethics issues, and applying this knowledge to her practice;

6) The consultant's opinion as to Licensee's understanding of the issues that gave rise to this Agreement; and

7) Any other information the consultant believes would assist the Board in its review of this matter.

Self Report. At the conclusion of the consultations, Licensee shall have 30 days to submit a report to the Board herself. The report shall provide and/or address:

1) A brief statement of the topics discussed at each consultation session;

2) What Licensee has learned from the consultations, including her own statement as to her comprehension and knowledge of the issues that gave rise to this Agreement;

3) A statement as to how Licensee has changed or will change her practice as a result of the knowledge and skills obtained or honed through the consultation; and

4) Any other information Licensee believes would assist the Board in its review of this matter.

b. ***Continuing Education.*** Within twelve months of the effective date of this Agreement, Licensee shall successfully complete the following continuing education (CE) courses:

i. Every Day Ethics: Core Knowledge for OT Practitioners and Educators, 3rd Edition (0.3 AOTA CEU) (available from American Occupational Therapy Association in online or CD-ROM format).

ii. Documenting Occupational Therapy Practice (15 contact hours) course number 850a located here: https://www.otcourses.com/course.php?id=212.

Licensee must provide the Board with a copy of the certificates demonstrating successful completion. Such credits shall be in addition to the continuing education requirements of Minnesota Statutes, section 148.6443. Within one month of completion of all of the CE courses listed above, Licensee must submit to the Board a typewritten report at least three pages in length addressing what she learned and achieved through the continuing education. Licensee must reflect on the situation described in Facts section above, and describe how she will apply her knowledge to her current and future occupational therapy practice.

OTHER INFORMATION

4. Licensee shall provide a copy of this Agreement to her employer within 14 days of the execution of the Agreement.

5. Upon Licensee's satisfactory completion of the corrective action referred to above, the Committee agrees to dismiss the complaint(s) concerning the matters referred to in paragraph 2, above. Licensee agrees that the Committee will be the sole judge of satisfactory completion. Licensee understands that if, after dismissal, the Committee receives additional complaints alleging conduct similar to that referred to in the facts above, the Committee may reopen the dismissed complaint(s).

6. If Licensee fails to complete the corrective action satisfactorily or if the Committee receives additional complaints alleging conduct similar to that referred to in the facts above, the Committee may, in its discretion, reopen the investigation and proceed according to Minnesota Statutes chapters 14, 148.6401 to 148.6449, and 214. Licensee agrees that failure to complete corrective action satisfactorily constitutes failure to cooperate under Minnesota Statutes section 148.6448, subdivision 1(10) and may subject Licensee to disciplinary action by the Board.

7. The effective date of this Agreement is the date it is executed by the Committee. The Agreement 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 Minnesota Statutes chapters 14, 148.6401 to 148.6449, and 214.

8. Licensee understands this Agreement does not constitute disciplinary action. Licensee further understands and acknowledges this Agreement and the dismissal letter issued upon successful completion of the corrective action are classified as public data pursuant to Minnesota Statutes section 13.41, subdivision 5.

9. Licensee hereby acknowledges she has read and understands this Agreement and has agreed to enter 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.

Rochelle Lindow
ROCHELLE LINDOW, OT
Licensee

Dated: 10/1, 2019

Lynnette E. Buckley COTA
For the Committee

Dated: Oct 7, 2019