MINNESOTA BOARD OF PHYSICAL THERAPY

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PERSONAL AND CONFIDENTIAL

August 24, 2017

Mr. Joshua McLain, PT

RE: Agreement for Corrective Action, dated August 11, 2016

Dear Mr. McLain:

This is to notify you that on August 10, 2017, following review of your file, the Licensure 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
Executive Director

BEFORE THE MINNESOTA

BOARD OF PHYSICAL THERAPY

In the Matter of the
Physical Therapy License
of Joshua Lee McLain, P.T.
License Number: 10361

AGREEMENT FOR CORRECTIVE ACTION

This Agreement is entered into by and between Joshua Lee McLain, P.T. ("Licensee") and the Minnesota Board of Physical Therapy ("Board") Licensure Committee ("Committee"), based on Minnesota Statutes section 214.103, subdivision 6(a)(2). Licensee and the Committee agree to the following:

FACTS

1. Licensee was licensed as a physical therapist ("P.T.") in Minnesota on July 21, 2016.

2. On, or about, April 18, 2016, Licensee submitted to the Board an Application for Licensure as a Physical Therapist ("P.T.").

3. Prior to becoming licensed as a P.T., Licensee held himself out as a physical therapist, and used the designation "P.T." without being licensed as a physical therapist. Licensee referred to himself as a P.T. and a physical therapist in his email signature and on various social media platforms.

CORRECTIVE ACTION

4. Based on the available information, the Committee views Licensee's conduct as a violation of a statute or rule the Board is empowered to enforce under Minnesota Statutes section 148.75(a)(1). Licensee used the title of physical therapist without a license as a physical therapist issued under sections 148.65 to 148.87, in violation of Minnesota Statutes

section 148.76, subdivision 1(2), and held himself out as a physical therapist or used in connection with his name the words or letters Physical Therapist and PT, without a license as a physical therapist issued under sections 148.65 to 148.78, in violation of Minnesota Statutes section 148.76, subdivision 1(3). 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. Within six (6) months of the date of this Agreement, Licensee shall successfully complete a continuing education course on the topic of ethics, offered by the Minnesota Physical Therapy Association ("MNPTA"), such as the 12-hour "Ethics and Judicial Committee," or a similar course approved in advance by the Committee. Successful completion shall be determined by the Committee or its designee. Licensee is required to present a copy of this Agreement to the course instructor prior to beginning the course.

b. Within one month of the date of completion of the course described in paragraph 4.a., above, Licensee must submit to the Committee a typewritten report, two to three pages in length, addressing what he learned in the course. Licensee must reflect on the situation described in the Facts section of this Agreement and describe how he will apply his knowledge to his current and future practice. Final determination regarding successful completion of this Agreement shall be at the discretion of the Committee.

OTHER INFORMATION

5. No condition imposed as a remedy by this Agreement shall be used as a continuing education activity for the purpose of renewal of Licensee's license to practice physical therapy, unless it is specifically stated in this Agreement that the condition may be used for this purpose.

6. Upon Licensee's satisfactory completion of the corrective action set forth in paragraph 4, 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.

7. If Licensee fails to complete the corrective action satisfactorily or if the Committee receives additional complaints alleging conduct similar to the conduct described in the Facts section above, the Committee may, in its discretion, reopen the investigation and proceed according to Minnesota Statutes chapters 14, 148.65 to 148.78, and 214. Licensee agrees that failure to complete the corrective action satisfactorily constitutes failure to cooperate under Minnesota Statutes section 148.75(a)(21) and may subject Licensee to disciplinary action by the Board. In any subsequent proceeding, the Committee may use the Facts section of this Agreement as evidence.

8. The effective date of this Agreement shall be the date it is signed by the Committee representative. The Agreement shall remain in effect until the Committee dismisses the complaint, unless the Committee receives additional information that renders corrective action inappropriate.

9. 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, according to Minnesota Statutes section 13.41, subdivision 5. Licensee also understands that this Agreement will be accessible on the Board's website and will be provided to anyone who requests a copy. If

the dismissal letter is issued, the Agreement will remain on the Board website, along with a copy of the dismissal letter.

10. Licensee hereby acknowledges and understands that he may choose to be represented by legal counsel in this matter. Although aware of this opportunity, Licensee waives representation by legal counsel.

11. Licensee hereby acknowledges he 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.

Dated: _____, 2016.

JOSHUA LEE MCLAIN, P.T.
LICENSEE

Dated: _____, 2016.

MARSHALL SHRAGG, MPH
FOR THE COMMITTEE