

LOUISIANA PHYSICAL THERAPY BOARD

IN THE MATTER OF
CHASITY POPILLION

Confidential Complaint No. 2020-I-019

(LOUISIANA P. T. LICENSE NO. 09186)



CONSENT AGREEMENT AND BOARD ORDER

NOW COME, CHASITY POPILLION (Louisiana Physical Therapist License No. 09186) (hereinafter “Respondent”) and the LOUISIANA PHYSICAL THERAPY BOARD (hereinafter “Board”), appearing through its Chair, Judith Halverson, who agree as follows:

1.

CHASITY POPILLION was licensed by the Board as a physical therapist in the State of Louisiana, pursuant to the Louisiana Physical Therapy Act, La. R.S. 37:2401-2424 et seq., as evidenced by Louisiana Physical Therapist License No. 09186.

2.

On or about June 19, 2020, the Louisiana Physical Therapy Board received a complaint regarding a physical therapy evaluation and treatment on March 16, 2020 for patient D.S. at Quinn Physical Therapy by Respondent.

3.

Investigation of the complaint revealed that CHASITY POPILLION provided physical therapy services to a patient D.S. at Quinn Physical Therapy in Lafayette, Louisiana, on March 16, 2020:

- (a) Some of which services were inappropriate for the patient’s condition, including having the patient lift her arm above the patient’s head and providing home exercises which required similar lifting, while the patient still had a drain in place post-surgery, and could have caused patient harm; and
- (b) Respondent documented services for that patient, which were not provided as documented, including:

- [1] The use of a Vasopneumatic Pump which was not administered to the patient,
- [2] As well as manual therapy which was not performed on the patient in the manner documented nor for the length of time reported.

The erroneous documentation of services not performed caused billing for services to the physical therapy patient that Respondent did not perform,

All of which are in violation of:

- La R.S. 37:2420 (A)(7) - Been found guilty of unprofessional conduct...including but not limited to departure from, or failure to conform to, the minimal standards of acceptable and prevailing physical therapy practice, in which proceeding actual injury to a patient need not be established;
- LAC 46:LIV 345(B)(1) [departure from, failure to conform to, or failure to perform on a continuing basis to the minimal standards of acceptable and prevailing physical therapy practice as defined in §123, or the commission of any act contrary to honesty, justice, good morals, patient safety or the best interest of the patient, whether committed in the course of the licensee's practice or otherwise, regardless of whether actual injury to a patient results therefrom]; and
- LAC 46:LIV 345 B(10)(a) [making or participating in any communication, advertisement, or solicitation which is false...in violation of board rules, or which contains a false...statement or claim, including, but not limited to: documenting services provided which have not been provided as documented or billing for services which have not been provided].

4.

Informal conferences with Respondent present were held on December 1, 2020 and February 3, 2021.

5.

Prior to the filing of formal charges, CHASITY POPILLION expressed a desire to enter into this Consent Agreement and Board Order to settle this matter without the necessity of an administrative hearing before the Board.

6.

To facilitate the submission of this Consent Agreement, CHASITY POPILLION does not admit the violations cited above but agrees that there is sufficient evidence upon which to predicate a finding of the violations.

7.

In order to avoid a hearing on a disciplinary proceeding against CHASITY POPILLION on the captioned matter under investigation by the Board, and to avoid any further administrative or judicial proceedings on the matter under investigation, the parties agree to the following, to be made Order of the Board:

a. Louisiana Physical Therapist License No. 09186 of CHASITY POPILLION is placed on probation for a minimum period of two years, subject to the following conditions:

- (1) Respondent's license shall be on probation for a minimum period of two years beginning on the date the Board accepts this Consent Agreement and Board Order. Respondent shall submit to the Board's Executive Director in writing not less than 30 calendar days prior to completion of the probationary period a request for a letter from the Board formally acknowledging the close of the probationary period. Respondent's probationary period concludes upon receipt by Respondent of the Board's letter acknowledging the close of the probationary period and final exit interview with the Board to be scheduled by the Board's Executive Director;
- (2) During the two year probationary period, the Board may make random unannounced monitoring visits to Respondent's work site. In the event of a monitoring visit, Respondent shall fully cooperate with the Board representative making the visit and Respondent shall provide complete access to her place of employment, employment and/or business records, patient treatment and billing records, and all other documentation necessary for a full legal compliance review. Respondent shall reimburse the Board \$150.00 for each monitoring visit;
- (3) During the two year probationary period, Respondent shall provide a copy of this Consent Agreement and Board Order to her employer(s), direct supervisor(s), and any physical therapist(s), physical therapist assistant(s), or physical therapy technician(s) who are supervised by, work for, or contract with Respondent at any business, including, but not limited to, any business(es) Respondent owns, operates or manages before providing physical therapy services and shall have such person(s) notify the Executive Director in writing that he/she has received and reviewed a copy of this Consent Agreement and Board Order prior to Respondent providing physical therapy services. Respondent shall do this also with any new or subsequent employer(s), direct supervisor(s), physical therapist(s), physical therapist assistant(s), or physical therapy technician(s) during the probationary period;
- (4) Prior to the start or return to work, or within five days of signing this Consent Agreement and Board Order if currently engaged in the practice of physical therapy, Respondent is to have an Employer's Agreement submitted for review and approval by the Board. An Employer Agreement requires that the employer assign to Respondent a single worksite monitor who is over the Respondent on the organizational chart and will see the Respondent at a minimum of both the beginning and end of his/her workday. Respondent shall enter into an Employer's Agreement with each employer or contractor. Each Employer Agreement and worksite monitor is specific to a single location. If Respondent is working in multiple locations or with multiple employers, an Employer

Agreement and worksite monitor is required for each location and/or employer. The worksite monitor(s), as indicated on the Employer's Agreement(s), will submit monthly hardcopy Performance Evaluations directly to the Board for the duration of the Consent Agreement and Board Order. Monthly hardcopy Performance Evaluations are to be received at the Board office no later than the 15th day of each month. The worksite monitor cannot be a licensee under current disciplinary action or monitoring with the Board;

- (5) Respondent shall pay the Board the sum of \$5,500.00 in partial reimbursement for legal and administrative expenses incurred in this matter, this amount may be paid in a lump sum, or monthly installments, if arranged in writing in advance with the Executive Director, over the two years of her probation. In the event that the Respondent reimburses the Board in monthly installments, payment shall be submitted to the Board Executive Director no later than the 15th day of the month. Failure to provide payment by the 15th day of the month three times is a basis for further disciplinary action by the Board;
- (6) Respondent shall comply with La R.S. 37:2415.B and notify the Executive Director of the Louisiana Physical Therapy Board in writing and prior to a change of residence to another country, state, or jurisdiction. Upon relocation, all provisions of this Consent Agreement and Board Order, except Paragraph (5) above, pertaining to reimbursement of legal and administrative expenses, are suspended until Respondent again resides within Louisiana, notifies the Executive Director of her Louisiana residence, and receives written confirmation from the Executive Director;
- (7) Respondent shall meet with the Board, or with the Board's representative, whenever requested during the probationary period, and shall fully cooperate in providing information and documents requested in such meetings;
- (8) Respondent shall have reliable access to a computer, internet, and telephone. In accordance with Board Rule §385, Respondent shall provide to the Executive Director her preferred telephone number and/or email address in writing for expedited communications regarding compliance with Consent Agreement and Board Order within 48 hours of signing the Consent Agreement and Board Order. Respondent shall reply to Board emails and telephone calls within four hours of such communication. Respondent shall notify the Executive Director in writing of any change to their preferred telephone number and/or email address immediately upon change.

8.

Respondent acknowledges that her failure to comply with any term of this Consent Agreement and Board Order is a basis for further disciplinary action by the Board.

9.

Respondent acknowledges that this Consent Agreement and Board Order only addresses specific violations outlined above.

10.

Respondent authorizes the Investigating Board Member, Kathryn Brittain, and legal counsel assisting the Investigating Board Member, to present this Consent Agreement and Board Order to the full Board for its consideration and to fully disclose and discuss with the Board the nature and results of the investigation. Respondent waives any objection to such disclosures under La. R.S. 49:960 and expressly acknowledges that the disclosure of such information to the Board shall be without prejudice to the Investigative Board Member's authority to file a formal Administrative Complaint against her, or to the Board's capacity to adjudicate such Complaint, should the Board decline to approve this Consent Agreement and Board Order. Should the Board decline to approve this Consent Agreement and Board Order, Respondent retains all rights to due process including, but not limited to, her right to have notice of any allegations or charges against her, to administrative adjudication of such allegations or charges, and to a subsequent final decision rendered upon written findings of fact and conclusions of law.

11.

Respondent acknowledges that presentation to and consideration by the Board of this Consent Agreement and Board Order, including presented documentary evidence and information, shall not unfairly or illegally prejudice or preclude the Board, or any of its members, from further participation in hearings or resolution to these proceedings.

12.

Respondent acknowledges that this Consent Agreement and Board Order becomes effective only upon signature by the Board Chair.

13.

Respondent acknowledges that all communication regarding compliance with and/or fulfillment of the requirements of this Consent Agreement and Board Order shall be in writing between Respondent and the Board Executive Director. No verbal communication shall be considered proof of compliance or commitment. Respondent acknowledges that it is the responsibility of the Respondent to fully comply with the Consent Agreement and Board Order and proactively communicate with the Board Executive Director.

I, CHASITY POPILLION, understand that this Consent Agreement and Board Order is effective upon affirmative vote by the Board at formal meeting. It is also understood that should the Board not approve the Consent Agreement and Board Order, my agreement thereon does not preclude the Board from requiring a formal hearing of my case. I further understand that should this Consent Agreement and Board Order not be accepted by the Board, the presentation to and consideration by the Board of this Consent Agreement and Board Order, including presented

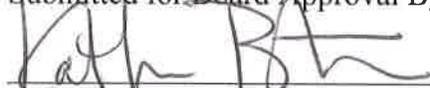
documentary evidence and information, shall not unfairly or illegally prejudice or preclude the Board or any of its members from further participation in hearings or resolution of these proceedings.

SIGNED, AGREED TO AND ENTERED on this 23rd day of June, 2021.



CHASITY POPILLION
(La. Physical Therapist License No. 09186)
205 Springwater Drive
Broussard, LA 70518

Submitted for Board Approval By:

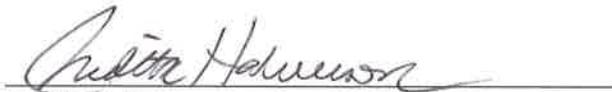


KATHRYN BRITTAIN
Investigatory Committee Board Member

BOARD ORDER
and
ACCEPTANCE OF THE CONSENT AGREEMENT AND BOARD ORDER
BY THE LOUISIANA PHYSICAL THERAPY BOARD:

By a majority vote of the Board members voting in favor of the foregoing Consent Agreement and Board Order at the Board meeting on June 30, 2021, the Board hereby adopts said Consent Agreement and Board Order, and makes it an Order of this Board.

FOR THE BOARD:



Judith Halverson, Chair