

LOUISIANA PHYSICAL THERAPY BOARD

IN THE MATTER OF

Confidential Complaint No. 2020-I-013

BENJAMIN TULL

(LOUISIANA P. T.A. LICENSE NO. A2001G)

CONSENT AGREEMENT AND BOARD ORDER

NOW COME, BENJAMIN TULL (Louisiana Physical Therapy Assistant License No. A2001G) and the LOUISIANA PHYSICAL THERAPY BOARD (hereinafter "Board"), appearing through its board member Kathryn Brittain, who agree as follows:

1.

BENJAMIN TULL is licensed by the Board as a physical therapy assistant 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. A2001G.

2.

Evidence supports allegations that BENJAMIN TULL documented services for a physical therapy nursing home patient on or about April 2, 2020, which were not provided as documented, in violation of:

a. 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;

b. LAC 46:LIV 345 B(10)(a) [making or participating in any communication, advertisement, or solicitation which is false, fraudulent, deceptive, misleading or unfair in violation of board rules, or which contains a false, fraudulent, deceptive, misleading or unfair 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];

3.

At an informal conference held on July 31, 2020, BENJAMIN TULL attended and was not able to convince the investigative committee that he was not in violation.

4.

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

- a. The Louisiana Physical Therapy Assistant License No. A2001G of BENJAMIN TULL is placed on probation for 3 years subject to the following conditions:
- (1) Respondent's probationary period begins on Board approval of the consent agreement.
 - (2) Respondent's probationary period concludes upon receipt by respondent of the Board a letter acknowledging the close of the probationary period and final exit interview with the Board to be scheduled by the Board Executive Director;
 - (3) During the 3 year probationary period, Respondent shall fully cooperate with the Board representatives making random, unannounced monitoring visits to his work sites and shall provide complete access to his 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 such monitoring visit;
 - (4) During the 3 year probationary period, Respondent shall provide a copy of this Consent Order to his 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 has received and reviewed a copy of this Consent 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;
 - (5) The 3 year probation period shall be extended for any period of time in which Respondent is not employed as a physical therapy assistant within the State of Louisiana and regularly working an aggregate over the month that is at least 80 hours per month. If Respondent ceases to be regularly employed as a physical therapy assistant in Louisiana, he shall notify the Executive Director in writing within ten calendar days of the last date he has practiced physical therapy in Louisiana. Likewise, if Respondent returns to work as a physical therapy assistant within the State of Louisiana, he shall notify the Executive Director in writing within ten calendar days of his return to practice;
 - (6) In addition to the thirty (30) hours of board-approved continuing education courses or activities required in the biennial renewal period under Rule §194, during each of the 3 years of probation Respondent shall complete an additional

four (4) hours of continuing education courses in ethical practices related to documentation and billing per renewal period. The course(s) shall be submitted in writing to the Board Executive Director for approval prior to taking the course. Respondent shall also attend one (1) live Jurisprudence Seminar per renewal period. Respondent shall provide documentation in the form of a course completion certificate to the Executive Director within five (5) calendar days of receipt of such documentation;

- (7) Respondent shall pay the Board the sum of \$1,230.00 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 three years of his 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;
- (8) 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 Order, except the paragraph pertaining to reimbursement of legal and administrative expenses, are suspended until Respondent again resides within Louisiana, notifies the Executive Director of his Louisiana residence, and receives written confirmation from the Executive Director;
- (9) 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;
- (10) Respondent shall have reliable access to a computer, internet, and telephone. In accordance with Board Rule §385 Respondent shall provide to the executive director his preferred telephone number and/or email address in writing for expedited communications regarding compliance with board order within 48 hours of signing the Consent 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;
- (11) Prior to the start of or return to work, or within five (5) days of signing Consent Order if currently engaged in the practice of physical therapy, the Respondent is to have an Employer's Agreement submitted for review and approval by the

LPTB. 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 will 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 LPTB for the duration of the term of the Consent Order. Monthly hardcopy Performance Evaluations are to be received at the board office no later than the 15th of the month. The worksite monitor cannot be a licensee under current disciplinary action or monitoring with the board.

5.

Respondent declares that, before signing this Consent Order, he is of sound mind has carefully read this document, understands the contents, and freely consents to it as valid and binding upon him. He is aware of his right to a notice of hearing, to a formal administrative hearing and to judicial review of an administrative finding, and to representation by legal counsel; and freely waives those rights.

6.

Respondent acknowledges that his failure to comply with any term of this Consent Order is a basis for immediate summary suspension of his license and for further disciplinary action by the Board.

7.

Respondent acknowledges that this Consent Order only addresses the specific violations outlined above.

8.

Respondent authorizes the Investigating Board Member, Kathryn Brittain, and legal counsel assisting the Investigating Board Member, to present this Consent 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 him, or to the Board's capacity to adjudicate such Complaint, should the Board decline to approve this Consent Order. Should the Board decline to approve this Consent Order, Respondent retains all rights to due process including, but not limited to, his right to have notice of any

allegations or charges against him, to administrative adjudication of such allegations or charges, and to a subsequent final decision rendered upon written findings of fact and conclusions of law;

9.

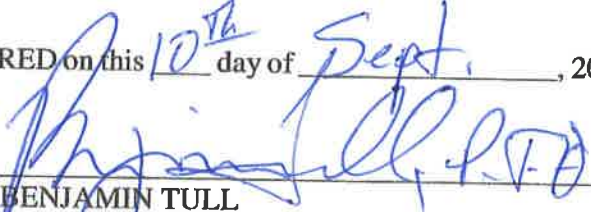
Respondent acknowledges that this Consent Order becomes effective only upon signature by the Board Chair; and

10.

Respondent acknowledges that all communication regarding compliance with and/or fulfillment of the requirements of this Consent 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 Order and proactively communicate with the Board Executive Director.

I, BENJAMIN TULL, understand that this Agreement is effective upon affirmative vote by the Board at formal meeting. It is also understood that should the Board not approve the Consent Agreement, my agreement thereon does not preclude the Board from requiring a formal hearing of my case. I further understand that should this Consent Agreement not be accepted by the Board, the presentation to and consideration by the Board of this Agreement, 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 10th day of Sept., 2020.


BENJAMIN TULL
(La. Physical Therapy Assistant License No. A2001G)
176 Snell Road
Hornbeck, LA 71439

Submitted for Board Approval By:


KATHRYN BRITTAIN

Investigatory Committee Board Member

BOARD ORDER

And

ACCEPTANCE OF THE CONSENT AGREEMENT

BY THE LOUISIANA PHYSICAL THERAPY BOARD:

By a majority vote of the Board members voting in favor of the foregoing Consent Agreement at the Board meeting on September 24, 2020, the Board hereby adopts said Agreement, and makes it an Order of this Board.

FOR THE BOARD:

 PT, PPM, Chair