

**BEFORE THE
LOUISIANA PHYSICAL THERAPY BOARD**

**IN THE MATTER OF
MARK LOFLIN, PTA
LICENSE NO. A3140**

**STIPULATION AND AGREEMENT
FOR VOLUNTARY SURRENDER
OF PHYSICAL THERAPY
ASSISTANT LICENSE**

This **STIPULATION AND AGREEMENT FOR SURRENDER OF PHYSICAL THERAPY ASSISTANT LICENSE** is made and executed by Mark Loflin, PTA (“Mr. Loflin”), a physical therapist assistant who, at all-times pertinent was licensed to practice as a physical therapy assistant in the State of Louisiana, with and in favor of the Louisiana Physical Therapy Board (the” LPTB” or “Board”).

1. Acknowledgment and Stipulations. Mr. Loflin hereby acknowledges, stipulates and agrees that:

(a) **Investigation.** An Investigating Committee (“Committee”) of the Board investigated the visit signature disputes from a home health patient occurring in August 2017 which resulted in complaints filed with the Board on March 12 and March 14, 2018. The Committee’s investigation disclosed that the patient’s signatures on 8/15/2017 and 8/29/2017 were significantly different from the patient’s other signatures and the drive times between the subject patient’s home and the next recorded patient visits were unrealistic. Internal investigations by the involved home health agency and Mr. Loflin’s employer resulted in his termination. His employer advised Mr. Loflin to either self-report to the Board or that he would be reported.

Board investigatory subpoenas for records containing Mr. Loflin’s documentation of home health visits for a two-week period surrounding the disputed August visits revealed that Mr. Loflin, within those two weeks, had documented 126 patient visits of which 85 visits had overlapping times and another 7 visits had unrealistic travel times between visits.

Further analysis by the Committee of Mr. Loflin’s start and end times for August 15, 2017 (on which he documented 15 patient visits) showed that Mr. Loflin had a total of 674 minutes available for both direct patient care and driving from home to home. The Committee’s drive time calculation was 113 minutes; leaving Mr. Loflin only 561 minutes available for patient care. The Committee’s comparison with Mr. Loflin’s recorded time stamps

for the 15 patients which totaled 803 minutes of direct patient care, led to the Committee's conclusion that Mr. Loflin had documented 242 minutes of direct patient care on August 15, 2017, which Mr. Loflin did not and could not have provided. The Committee's close analysis of Mr. Loflin's documented visits on 8/29/2017 and 9/1/2017 disclosed the same pattern of Mr. Loflin documenting physical therapy services which he had not provided.

(b) **LPTB Administrative Action.** Mr. Loflin attended an Informal Conference with legal counsel and was confronted with the documentation and the Committee's analysis of his documentation discrepancies. Mr. Loflin could not explain the documentation discrepancies or the differences in the subject patient's signatures. Mr. Loflin had no explanation for his recorded time stamps for the 15 patients visits which, cumulatively, exceeded the start and end times for that day. During the Informal Conference the Committee concluded that the evidence reviewed formed the basis for charging Mr. Loflin with a complaint for engaging in a practice of documenting physical therapy services as provided which had not been provided.

Mr. Loflin and his attorney expressed a desire to resolve the complaint through a Consent Order. The Committee prepared a Consent Order and sent it to Mr. Loflin's attorney on September 17, 2018.

(c) **Mr. Loflin's Response.** On October 1, 2018, Mr. Loflin's attorney notified the Board that Mr. Loflin refused the Consent Order but requested to begin the process of voluntarily surrendering his license. This Stipulation and Agreement for Voluntary Surrender of Physical Therapy License was prepared by the Committee and presented to Mr. Loflin through his attorney.

(d) **Rights to Due Process.** Pursuant to the Louisiana Administrative Procedure Act, La. Rev. Stat. §§49:951 *et. seq.* Mr. Loflin acknowledges that he has been fully informed of his rights to due process in connection with the pending administrative charges and that prior to final disciplinary action against his physical therapy assistant license he would be entitled to have notice of the allegations and charges asserted against him, and to administrative adjudication of such charges, pursuant to La. Rev. Stat. §§49:955-958. At such hearing, Mr. Loflin would be entitled to be represented by legal counsel, to call witnesses and present evidence on his own behalf in defense or in mitigation of the charges made, and to a decision thereon by the Board based upon written findings of fact and conclusions of law pursuant to La. Rev. Stat. §§49:955-965.

2. Voluntary Surrender of License. Notwithstanding his right to an administrative hearing and a decision thereon as provided by La. Rev. Stat. §49:955, in recognition of the stipulations set forth herein above toward final disposition of the investigation now pending in this matter and in lieu of the institution and prosecution of formal administrative proceedings, Mr. Loflin, nonetheless, hereby waives his right to notice of charges and formal adjudication and hereby voluntarily surrenders to the Board for cancellation of his license to practice physical therapy in the state of Louisiana, as evidenced by License No. A3140. Mr. Loflin acknowledges that he may not submit an application for reinstatement of his physical therapy

assistant license prior to before **two (2) years from the date of acceptance by the Board** and will be granted such license only upon a satisfaction of all requirements for licensure found within La. R.S. 37:2411 and all requirements for reinstatement of a suspended or revoked license found within Rule §185 including, but not limited to, a finding of good moral character. Prior to reinstatement, a hearing shall be held by the Board to afford the Respondent an opportunity to present evidence that the cause for the revocation no longer exists and to provide an opportunity for the Board to evaluate changes in the Respondent and/or the conditions which caused the revocation. After evaluation, the board may: deny reinstatement of a revoked license, reinstate a revoked license, require the satisfactory completion of a specific program or remedial education by the board, and require monitoring of the Respondent's physical therapy practice as specified by the board. By his subscription hereto, Mr. Loflin also hereby authorizes the Investigative board member with respect hereto and/or her legal counsel assisting her in that capacity, to present this Stipulation and Agreement for Voluntary Surrender of Physical Therapy Assistant License to the Board for its consideration and to fully disclose to and discuss with the Board the nature and results of the investigation, and he waives any objection to such disclosures, under La. Rev. Stat. §49:960.

3. Effect of Voluntary Surrender of License. Mr. Loflin acknowledges, stipulates and agrees that the voluntary surrender of his physical therapy assistant license effected hereby in the presence of an administrative investigation shall have, and shall be deemed by the Board to have, the same effect as if the Board had entered an order of revocation upon the conclusion of formal administrative proceedings. Mr. Loflin further acknowledges, stipulates and agrees that as a result of the voluntary surrender of his physical therapy assistant license effected hereby he shall not have any right or entitlement to reinstatement or renewal of his license to practice physical therapy in the state of Louisiana, nor shall he hereafter be entitled to apply for or otherwise attempt to obtain any original, reinstated or renewal license to practice physical therapy in the state of Louisiana prior to **two (2) years from the date of acceptance by the Board.**

4. Termination of Proceedings. By the voluntary surrender of his physical therapy assistant license, and the attendant dismissal of the investigation occasioned hereby, Mr. Loflin, moreover, acknowledges, stipulates and agrees that he hereby waives any right to which he may be entitled pursuant to the Louisiana Administrative Procedure Act or to which otherwise may be afforded to his by law, to contest his agreement to, or the force and effect of, this document in any court relating to the matters referred to herein.

5. Reimbursement of Costs. Mr. Loflin hereby agrees to partially reimburse the Louisiana Physical Therapy Board the cost of the investigation, initiation of disciplinary proceedings, legal fees, and administrative costs incurred in this matter in the amount of \$4,000.00. Mr. Loflin acknowledges that this amount may be paid in a lump sum, or equal monthly installments for a period of not more than five (5) years or prior to reinstatement, whichever occurs first, if arranged in advance with the Executive Director.

6. **Advice of Counsel.** Mr. Loflin acknowledges that he has had the opportunity to seek the advice and guidance of legal counsel with respect to this Stipulation.

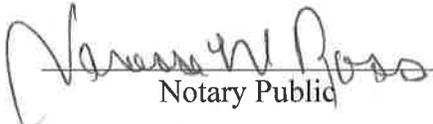
7. **Public Record.** Mr. Loflin acknowledges, stipulates and agrees that this Stipulation and Agreement for Voluntary Surrender of Physical Therapy Assistant License shall be and shall be deemed to be a public record.

STIPULATION, ACKNOWLEDGMENT AND AGREEMENT

I, **MARK LOFLIN, PTA**, hereby acknowledge, approve, accept, stipulate, agree and consent to entry of the above and foregoing this 31 day of October, 2018.


MARK LOFLIN, PTA

Sworn to and subscribed before me at Jefferson Parish Louisiana, this 31st day
October, 2018


Notary Public

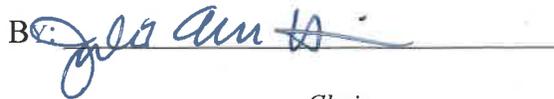
Vanessa M Ross / 1109496
Printed Name/Notary #



ACCEPTANCE

CONSIDERING THE ABOVE AND FOREGOING, the Stipulation and Agreement for Voluntary Surrender of Physical Therapy Assistant License is hereby **APPROVED AND ACCEPTED** by the Louisiana Physical Therapy Board, this 5th day of December, 2018.

LOUISIANA PHYSICAL THERAPY BOARD

BV: 

Chair