

JOHNNY BEL EDWARDS  
GOVERNOR



CHARLOTTE F. MARTINI, M.P.A.  
EXECUTIVE DIRECTOR

State of Louisiana  
DEPARTMENT OF HEALTH AND HOSPITALS  
**Louisiana Physical Therapy Board**

**IN THE MATTER OF**

**GINNY DAILY**

**LICENSE NO. 08848**

**CONSENT ORDER**

**NUMBER: 2022-I-019**

**CONSENT ORDER**

GINNY DAILY (“Ms. Daily” or “Respondent”) is a Physical Therapist (“PT”), as evidenced by License No. 08848, and is subject to the jurisdiction and the Rules and Regulations of the Louisiana Physical Therapy Practice Act (La. R.S. 37:2401, et seq.), and the Rules and Regulations of the Louisiana Physical Therapy Board (“LPTB” or “Board”) (LAC 46:LIV §103, et seq.), and enters in the following agreement relative to Complaint No. 2022-I-019.

**FACTUAL BASIS FOR CONSENT ORDER**

1. Respondent received her Physical Therapist license, number 08848, on or about on July 30, 2014.
2. On or about May 24, 2022, the Board received a confidential complaint asserting various allegations regarding the practice of the respondent, Ms. Daily, that put into question her level of involvement with patient care of pediatric patients. The allegations include, but are not limited to, delegating patient care to PTAs for pediatric patients without providing a documented initial evaluation and/or plan of care; inadequate documentation of progress notes; inadequate documentation of patient care conferences with the physical therapist assistants (“PTAs”); inadequate documentation of reassessment of pediatric patients; and inadequate sixth treatment day / 30 day reassessment and treatment of pediatric patients.

3. In association with the complaint, on June 14, 2022, a subpoena was issued to MB Therapy, Inc., to obtain medical records relative to thirteen clients of Ms. Daily in order to investigate the allegations raised in the complaint. In response thereto, MB Therapy, Inc., produced records, which were received by the Board on July 5, 2022.
4. In response to the subpoena, the owner of MB Therapy, Inc. advised the Board that they had begun a self-audit of billing and medical records due to concerns of misconduct and inaccurate documentation. It was disclosed that for many of the individuals for whom the Board requested records, errors were discovered in the files, including, but not limited to, missing treatment notes, failure to complete supervision as required, and erroneously billed services, which were refunded.
5. By correspondence dated August 24, 2022, the Board noticed Ms. Daily of the allegations against her, the sections of the law and rules potentially violated by her, and requested that she provide a written statement giving her review of the situation within thirty days.
6. By correspondence dated August 30, 2022, Ms. Daily provided her response to the complaint, admitting therein that she failed to conduct supervision properly, at times, due to a misunderstanding of the definition of “synchronous interaction” for Telehealth delivery of physical therapy services. She further admitted that there may have been instances in which a reassessment was not conducted every sixth treatment day/every 30 days, as she advised that in their clinic, it was the responsibility of the PTA to schedule such supervision.
7. By correspondence dated October 3, 2022, Ms. Daily was re-noticed of the allegations against her as well as the laws and rules that she potentially violated, and advised that the Investigations Committee was scheduling an informal conference (*Bertucci* hearing) with her to be held on October 19, 2022.
8. The informal conference was rescheduled to November 9, 2022, and was held at the Board office. Megan Bolton (owner of MB Therapy, Inc.) and Katie Rhoads (Patient Care Coordinator) also provided information during the conference on behalf of Ms. Daily. Ms. Daily disclosed that the PTAs and physical therapy technicians work independently at the pediatric clinic with little to no supervision. Ms. Daily failed to convince the Investigative Committee of the Board that she was not in violation of the Practice Act and board rules, as detailed below, at the informal conference. It was determined that further investigation was needed.
9. By correspondence dated November 15, 2022, the Board issued a subpoena to MB Therapy, Inc., for the production of certain personnel records related to the onboarding training, orientation, and performance evaluations of the PTAs and physical therapy technicians staffed at MB Therapy, Inc. during 2021 and 2022.
10. By correspondence dated November 15, 2022, the Board issued a letter to Ms. Daily requesting copies of invoices, time sheets and schedules for all places of employment in 2021 and 2022.
11. By correspondence received by the Board on December 13, 2022, Ms. Bolton provided additional documentation to the Board in response to the subpoena, evidencing that the PTAs were expected to carry out the responsibility of the PT of Record, such as developing

goals and objectives of pediatric patients and determining the frequency of conferences with the PT regarding the patient.

12. On December 15, 2022, Ms. Daily provided additional documentation regarding her practice, including invoices and time sheets.

## **VIOLATIONS RELATED TO RESPONDENT'S CONDUCT**

Respondent's conduct described above and otherwise reviewed in this action is subject to and/or in violation of the following provisions of law regarding his practice of physical therapy:

1. La R.S. 37:2420(A)(1) – Practiced physical therapy in violation of the provisions of this Chapter, the rules of the board, or standards of practice;
2. La R.S. 37:2420(A)(7) – Been found guilty of unprofessional conduct or sexual misconduct, 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;
3. LAC 46: LIV §319(B) – Individuals who are licensed physical therapists and physical therapist assistants in good standing in Louisiana may provide physical therapy via telehealth to a patient in an originating site as defined in R.S. 40:1223.3 within the jurisdiction of Louisiana and shall follow all requirements for standard of practice and documentation as provided in the Practice Act and board rules. The standard of care for telehealth services shall be substantially equivalent to the standard of care for services delivered in person;
4. LAC 46: LIV §333(A)(2) – A supervising PT of record is responsible for and shall participate in the patient's care. (2) treating and reassessing the patient at least every sixth treatment day or every 30 days, whichever occurs first;
5. LAC 46: LIV §333(B)(2)(b) – A supervising PT of record shall comply with the following requirements in providing patient care and in supervising PTAs. (2) In all settings, the Supervising PT of Record shall: b. - treat and reassess the patient at least every sixth treatment day or every 30 days, whichever occurs first;
6. LAC 46: LIV §333(B)(2)(d) – A supervising PT of record shall comply with the following requirements in providing patient care and in supervising PTAs. (2) In all settings, the Supervising PT of Record shall: d.- be readily accessible by telecommunication device and available to the patient by the next scheduled treatment session upon request of the patient or PTA;
7. LAC 46: LIV §333(B)(2)(e) – A supervising PT of record shall comply with the following requirements in providing patient care and in supervising PTAs. (2) In all settings, the Supervising PT of Record shall: e. - hold a patient care conference with a PTA regarding the patient. The PT is responsible for determining the frequency of the conferences consistent with accepted standards of practice; however, such conference shall occur at least every sixth treatment day or every 30 days, whichever occurs first;

8. LAC 46: LIV §341(A)(3) – A written record of physical therapy treatment shall be maintained for each patient. A complete record shall include written documentation of prescription or referral (if such exists), initial evaluation, treatment(s) provided, PT/PTA conferences, progress notes, reevaluations or reassessments, and patient status at discharge all as defined in §123. (3) Progress note is the written documentation of the patient’s subjective status, changes in objective findings, and progression to or regression from established goals. A progress note shall be created and signed only by the supervising PT of record or PTA. A progress note shall be written a minimum of once per week, or if the patient is seen less frequently, then at every visit;
9. LAC 46: LIV §341(A)(4) – A written record of physical therapy treatment shall be maintained for each patient. A complete record shall include written documentation of prescription or referral (if such exists), initial evaluation, treatment(s) provided, PT/PTA conferences, progress notes, reevaluations or reassessments, and patient status at discharge all as defined in §123. (4) Reassessment or reevaluation is the written documentation which includes all elements of a progress note, as well as the interpretation of objective findings compared to the previous evaluation with a revision of goals and plan of care as indicated. A reassessment shall be written at least once per month, or, if the patient is seen less frequently, then at every visit. A reassessment shall be created and signed by the supervising PT of record;
10. LAC 46: LIV §341(A)(6) – A written record of physical therapy treatment shall be maintained for each patient. A complete record shall include written documentation of prescription or referral (if such exists), initial evaluation, treatment(s) provided, PT/PTA conferences, progress notes, reevaluations or reassessments, and patient status at discharge all as defined in §123. (6) Patient care conference is the documentation of the meeting held between a PTA who is providing patient care and the PT supervising that care to discuss the status of patients. This conference shall be conducted where the PT and PTA are both physically present at the same time and place, or through live telecommunication conducted in accordance with all standards required by federal and state laws governing privacy and security of a patient’s protected health information. The patient care conference shall be signed and dated by the PT and PTA and shall be entered in the patient treatment record within five days of the conference, documenting treatment recommendations and decisions made;
11. LAC 46: LIV §345(B)(1)(a) – As used in R.S. 37:2420(A)(7) of the Practice Act and in these rules, the term unprofessional conduct does not require actual injury to a patient, and includes, but is not limited to, the following: (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, including, but not limited to;

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(a) failure to use sound professional judgment;

12. LAC 46: LIV §345(B)(2)(b) – improperly delegating or supervising—a PT retains responsibility to his patient for the training, delivery and results of physical therapy services rendered to his patient; A PT shall not: b. fail to exercise appropriate supervision over a person who is authorized to practice only under PT supervision;
13. 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: a. documenting services provided which have not been provided as documented or billing for services which have not been provided.

## **ORDER**

Pursuant to the foregoing Factual Basis for Consent Order and Violations Related to Respondent's Conduct, and, in order to avoid further administrative and judicial proceedings, Respondent and the Board, by vote of quorum, agree as follows:

1. Respondent's license shall be on probation for three (3) years from the date this Order is approved by the Board. Respondent shall submit to the Board Executive Director in writing not less than thirty (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 letter acknowledging the close of the probationary period and a final exit interview with the Board to be scheduled by the Board Executive Director.
2. During the three (3) year probationary period, Board representatives will make random unannounced monitoring visits to Respondent's work site(s). Respondent shall fully cooperate with Board representatives making random unannounced monitoring visits to his work site(s) 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 for expenses related to the monitoring visit as invoiced and must be paid within 30 days of receipt of invoice.
3. During the three-year probationary period, Respondent shall provide a copy of this Consent 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 she 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;
4. The three-year probation period shall be extended for any period of time in which Respondent is not employed as a physical therapist within the State of Louisiana and

regularly working at least an aggregate over the month that is at *least eighty (80)* hours per month. If Respondent ceases to be regularly employed as a physical therapist in Louisiana, he shall notify the Executive Director in writing within *ten (10) calendar days* of the last date she has practiced physical therapy in Louisiana. Likewise, if Respondent returns to work as a physical therapist within the State of Louisiana, she shall notify the Executive Director in writing within *ten (10) calendar days* of her return to practice.

5. During the first six months (6) of probation, Ms. Daily shall complete the APTA Telehealth Certificate Series. During the three (3) year probationary period, Ms. Daily shall also complete the APTA education series entitled “Defensible Documentation: A Framework for Physical Therapy Documentation” as well as attend a live jurisprudence each renewal period. These hours are required in addition to all standard requirements for PT licensure renewal during each renewal cycle.
6. Ms. Daily shall pay the Board the sum of \$6,905.63 in partial reimbursement for legal and administrative expenses incurred in this matter. Failure to reimburse associated fees will require the Board to take further action in collection of this debt. Respondent has twenty-four (24) months to reimburse the expenses before the debt will be considered final and transferred to the Louisiana Office of Debt Recovery (ODR). After transfer, the debt is subject to an additional collection fee of up to twenty-five percent (25%) of the total debt liability, as provided for in LA R.S. 47:1676 (E).
7. 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.
8. 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.
9. 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 this Board Order within forty-eight (48) hours of signing the Consent Order. Respondent shall reply to Board emails and telephone calls within four (4) hours of such communication. Respondent shall notify the Executive Director in writing of any change to her preferred telephone number and/or email address immediately upon such change.
10. Respondent declares that, before signing this Consent Order, she is of sound mind has carefully read this document, understands the contents, and freely consents to it as valid and binding upon her. She is aware of her right to a notice of hearing, to a formal administrative hearing and to judicial review of an administrative finding, and freely waives those rights. Further, she has represented by legal counsel in this matter and in the negotiation of this Agreement.
11. Respondent acknowledges that her failure to comply with any term of this Consent Order is a basis for the immediate summary suspension of her license and for further disciplinary action by the Board.

12. Respondent acknowledges that this Consent Order only addresses the specific violations outlined above.
13. Respondent authorizes the Investigating Board Member, Tyra Mitchell, 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 her, or to the Board's capacity, as currently comprised, or any future composition of the Board, 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, 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.
14. Respondent acknowledges that presentation to and consideration by the Board of this Consent Agreement, including presented documentary evidence and information, shall not unfairly or illegally prejudice or preclude the Board, or any of its members, as the Board is currently constituted, or any future appointments to the Board, from further participation in hearings or resolution to these proceedings.
15. Respondent acknowledges that this Consent Order becomes effective only upon signature by the Board Chair.
16. Respondent acknowledges that all communication(s) 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(s) 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, GINNY DAILY, have read this Consent Order, understand it, and agree to be bound by its terms and conditions.

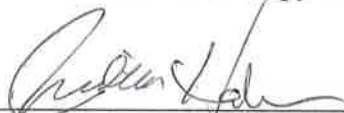
  
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 GINNY DAILY

SWORN TO and subscribed before me, Notary Public this 14 day of April, 2023,  
 in Stonewall, Louisiana.

  
 Notary Public  
  
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 Angela Branger  
 Notary Name printed (#PUBLIC)

AGREED AND ACCEPTED by official action of the Board, this 19th day of April, 2023, at Lafayette, Louisiana.

Louisiana Physical Therapy Board

  
PT. DPT. MHA  
Judith Halverson, P.T., D.P.T., M.H.A., Chair