

Before the

**N.H. Occupational Therapy Governing Board
Office of Allied Health Professionals
Concord, New Hampshire 03301**

In the Matter of:

Shirley A. Dickson

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of occupational therapy, the New Hampshire Board of Occupational Therapy (“the Board”) and Shirley A. Dickson (“Ms. Dickson” or “the Respondent”) agree to settle certain allegations of the unlicensed practice of occupational therapy now pending before the Board in accordance with the following terms and conditions:

1. The Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by occupational therapists who are its licensees pursuant to RSA 328-F: 23, I, 328-F: 24 and 328-F: 25, I. The Board may dispose of any such allegations by settlement and without commencing or completing a disciplinary hearing pursuant to RSA 328-F: 25, III and Ahp 205.02 (i).

2. The Board first granted Ms. Dickson a license to practice occupational therapy in the State of New Hampshire on August 5, 1992. Ms. Dickson holds license number 0747. Ms. Dickson is also licensed to practice occupational therapy in the State of Maine. Until September 11, 2002, Ms. Dickson practiced Occupational Therapy with the Visiting Nursing Service (“VNS”) in Sanford, Maine.

3. On October 23, 2002 and November 18, 2002 the Board received separate complaints brought against Ms. Dickson by VNS. Each stated that Ms. Dickson was terminated from employment at VNS on September 11, 2002 after an investigation concluded that she had engaged in fraudulent billing practices in relation to her documenting travel time and mileage and her charting of client services which she alleged to have provided to two of her clients.

4. The Board's investigation revealed and Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in unprofessional misconduct in violation of RSA 328-F: 23, IV (d), (h), (j) and (k) by the following facts:

- A. Respondent is licensed by the NH Board of Occupational Therapy, license number 0747, issued on August 5, 1992. Respondent was employed by Visiting Nurse Service (VNS) in Sanford, Maine as an occupational therapist (OT) for approximately six years. Ms. Dickson was terminated in September 2002 after an investigation concluded that she had engaged in fraudulent patient billing and charting practices during the months of July, August and September of 2002.
- B. Respondent billed VNS for mileage, travel time and charted services for Patient A which Ms. Dickson claimed to have provided to Patient A on August 12, August 14 and August 21, 2002.
- C. Respondent billed VNS for mileage travel time and charted services for Patient B, which Ms. Dickson claimed to have provided to Patient B on August 26, through August 29, 2002.

- D. Ms. Dickson did not provide the services to Patient A set forth in paragraph B above. Ms. Dickson did not provide the services to Patient B set forth in paragraph C above.
- E. Respondent failed to give truthful information to investigators regarding her actions to investigators in both Maine and New Hampshire.
- 5. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct Respondent violated RSA 328-F: 23, IV (d), (h), (j) and (k)
- 6. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as an occupational therapist in the State of New Hampshire.
- 7. Respondent consents to the following disciplinary action by the Board pursuant to RSA 328-F: 23, V:
 - A. Respondent is hereby REPRIMANDED;
 - B. Respondent is assessed an ADMINISTRATIVE FINE in the amount of five hundred dollars (\$500.00). Respondent shall pay this fine in full within thirty (30) days of the effective date of this agreement, as defined further below, by delivering a money order or bank check, made payable to "Treasurer, State of New Hampshire, " to the Board's office at 2 Industrial Park Drive, Concord, New Hampshire.
 - C. Within twelve (12) months of the effective date of this *Settlement Agreement*, Respondent shall enroll in and successfully complete a course in Healthcare Ethics. Prior to enrolling in such course, Respondent shall

obtain approval from the Board of the course. Respondent shall have the institution at which the course is offered provide documentation of Respondent's successful completion of the course by means of a transcript forwarded directly to the Board from that educational institution.

- D. Respondent shall appear personally before the Occupational Therapy Governing Board at one of its regularly scheduled meetings.
- E. Should Respondent choose to practice occupational therapy in the State of New Hampshire, Respondent must first provide documentation to the Board that she has successfully completed an applicable computer-training course to educate herself regarding the use of computers in the field of occupational therapy.
- F. Should Respondent choose to practice occupational therapy in the State of New Hampshire, Respondent must for a period of six (6) months commencing on the date of her employment as an occupational therapist in New Hampshire, obtain from either her employer or a suitable supervisor, documentation to be provided to the Board on a monthly basis, which acknowledges that Respondent's billing practices are being supervised and that Respondent's patients have been contacted in some manner to verify the services which the Respondent has claimed to have provided.
- G. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of the Settlement Agreement to any current employer for whom Respondent performs services as an occupational therapist or work which requires specialized training in

occupational therapy or an occupational therapy license, or which directly or indirectly involves patient care and to any agency or authority which licenses, certifies or credentials occupational therapists with which Respondent is presently affiliated.

- H. For a continuing period of one (1) year from the effective date of this agreement, Respondent shall furnish a copy of this Settlement Agreement to any employer to which Respondent may apply for work as an occupational therapist or for work in any capacity which requires occupational therapy training, or license or directly or indirectly involves patient care and to any agency or authority that licenses, certifies or credentials occupational therapists to which Respondent may apply for any such professional privileges or recognition.

8. Respondent's breach of any terms or conditions of this Settlement Agreement shall constitute unprofessional conduct pursuant to RSA 328-F: 23, IV (d) and a separate and sufficient basis for further disciplinary action.

9. Except as provided herein, this Settlement Agreement shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future. Any future discipline by the Board could include license suspension or revocation.

10. This Settlement Agreement shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.

11. Respondent voluntarily enters into and signs this Settlement Agreement and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.

12. The Board agrees that in return for Respondent executing this agreement, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.

13. Respondent understands that her action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.

14. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this agreement.

15. Respondent understands that the Board must review and accept the terms of this agreement. If the Board rejects any portion, the entire agreement shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this agreement have prejudiced his right to a fair and impartial hearing in the future if the Board does not accept this agreement.

16. Respondent is not under the influence of any drugs or alcohol at the time she signs this agreement.

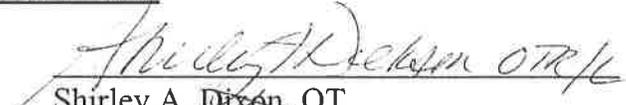
17. Respondent certifies that she has read this document entitled Settlement Agreement. Respondent understands that she has the right to a formal adjudicatory hearing concerning the matters stated herein and that at said hearing she would possess the rights to confront and cross examine witnesses, to call witnesses, to present evidence, to

testify on her own behalf, to contest the allegations to present oral argument and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this agreement she waives these rights as they pertain to the misconduct described herein.

18. This Settlement Agreement shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR THE RESPONDENT

Date: 1-26-04


Shirley A. Dickson, OT
Respondent DICKSON

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

FOR THE BOARD/*

Date: 2/2/04


(Signature)

Dennis G. Tobin
(Print or Type Name)
Authorized Representative of the
New Hampshire Occupational
Therapy Governing Board

/* Michael Huffman, M.D., Board Member, recused.

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