

**SPEECH-LANGUAGE PATHOLOGY GOVERNING BOARD
OFFICE OF LICENSED ALLIED HEALTH PROFESSIONALS
CONCORD, NEW HAMPSHIRE**

In The Matter Of:

Docket #03-2014

Heather A. Pattangall, SLP
(Adjudicatory/Disciplinary Proceeding)

DECISION AND ORDER

By the Board: Maureen Heckman, SLP, Chair, Laura Darling, SLP, Luann Udell, Public Member, and Robyn Kingsley, SLP

Also present: Tina M. Kelley, Administrator to the Board

Appearances: Heather A. Pattangall, SLP, *pro-se*

Recused: Deborah Snow-Major

On July 10, 2014, the New Hampshire Speech-Language Pathology Governing Board (“Board”) held a hearing in the matter of Heather A. Pattangall, SLP (“Ms. Pattangall”) pursuant to the Board’s “Notice of Hearing”. The hearing was held in accordance with RSA 328-F:23, RSA 328-F: 24, RSA 541-A, Ahp 200 and Spe 200. Ms. Pattangall appeared *pro-se*.

Background Information

1. The New Hampshire Speech-Language Pathology Governing Board ("Board") first granted Heather Pattangall, SLP ("Respondent") a license to practice speech-language pathology in the State of New Hampshire in December of 2008. The Respondent holds license number 1223.
2. On December 1, 2011, the Respondent entered a Settlement Agreement with the Board to resolve an allegation of professional misconduct concerning her supervision of a candidate for CFY who was working without a provisional license. The Settlement

Agreement required the Respondent, for a period of three (3) years, to furnish a copy of the Agreement “to any employer to which Respondent may apply for work as a speech-language pathologist or for work in any capacity which requires speech-language pathology 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 recognitions.”

3. In September of 2013, the Board received information that the Respondent may have engaged in professional misconduct while working part-time for New England Pediatric Services (“NEPS”) by failing to maintain adequate documentation of services.
4. In October of 2013, the Board received information that the Respondent may have breached the 2011 Settlement Agreement by failing to provide the Manchester School District (“MSD”) with a copy of the Agreement when she applied for work with the MSD.
5. Pursuant to RSA 328-F:24, the Board commenced an investigation of the allegations set forth in Paragraphs 3 and 4 to determine whether the Respondent committed professional misconduct under RSA 328-F:23, II.

An adjudicatory hearing commenced on July 10, 2014, during which the specific issues to be determined included:

- A. Whether the Respondent engaged in professional misconduct during December of 2011 and January of 2012 by failing to provide her current employer, FCT, with a copy of her 2011 Settlement Agreement, thereby violating Paragraph 9 of the Agreement and consequently RSA 328-F:23, II; and/or

- B. Whether the Respondent engaged in professional misconduct during the summer of 2012 by failing to provide the MSD with a copy of her 2011 Settlement Agreement when she applied for work as a speech-language pathologist, thereby violating Paragraph 9 of the Agreement and consequently RSA 328-F:23, II; and/or
- C. Whether the Respondent engaged in professional misconduct during the summer of 2013 by failing to provide the MSD with a copy of her 2011 Settlement Agreement when she applied for work as a speech-language pathologist, thereby violating Paragraph 9 of the Agreement and consequently RSA 328-F:23, II; and/or
- D. Whether the Respondent engaged in professional misconduct while working as an independent contractor for NEPS between September of 2012 and August of 2013 when she failed to maintain adequate documentation for a substantial percentage of the services she provided, in violation of RSA 328-F:23, II(c) and Principle of Ethics I (Rule K) (licensees shall adequately maintain records of professional services); and/or
- E. If any of the above allegations are proven, whether and to what extent the Respondent should be subjected to one or more of the disciplinary sanctions authorized by RSA 328-F:23, IV.

At the hearing, the Board reviewed numerous exhibits submitted by the parties, including letters of reference submitted on Ms. Pattangall's behalf. The following exhibits were entered into evidence:

Hearing Counsel's Exhibits:

- Exhibit #1 – Complaint submitted by New England Pediatric Services
- Exhibit #2 – New England Pediatric Services Invoices
- Exhibit #3 – Daily Notes Ms. Pattangall submitted to New England Pediatric Services
- Exhibit #4 – Daily Notes Ms. Pattangall submitted to New England Pediatric Services
- Exhibit #5 – Ms. Pattangall's response to the complaint
- Exhibit #6 – Ms. Pattangall's Settlement Agreement signed by the Board on 12/1/11
- Exhibit #7 – A letter to the Board from Manchester School District
- Exhibit #8 – Ms. Pattangall's response to the letter submitted by Manchester School District
- Exhibit #9 – Text messages between Jacquie McLaughlin and Ms. Pattangall

Ms. Pattangall's Exhibits:

- Exhibit A – Letter from Lynne K. Thomas, PT
- Exhibit B – Letter from Brenda G. Larkin, OT

At the hearing the Board heard testimony from the following individuals:

Todd Flanagan, APU Investigator testified to the findings of the investigation. Mr. Flanagan stated that the interviews conducted concluded that Ms. Pattangall had never provided a copy of the 2011 Settlement Agreement to the Manchester School District during the 2012 hiring process in which Ms. Pattangall was hired on a per diem basis or the 2013 hiring process in which Ms. Pattangall was hired as an employee of the school district. The Board finds Mr. Flanagan's testimony to be credible.

Cathy White testified about Ms. Pattangall's employee file kept at Functional Communication Therapy now doing business as Kornerstone Kids Therapy & Learning Center. Ms. White testified that she did not recall Ms. Pattangall ever providing her with a copy of the 2011 Settlement Agreement and that if she had it would have been in Ms. Pattangall's file which it was not. The Board finds Ms. White's testimony credible.

Deb Gadd, SLP testified about Ms. Pattangall's employment at Functional Communication Therapy now doing business as Kornerstone Kids Therapy & Learning Center. Ms. Gadd stated that she had never received a copy of the 2011 Settlement Agreement and upon inspection of Ms.

Pattangall's employee file did not find a copy of the 2011 Settlement Agreement. Ms. Gadd did state that she knew there was a matter pending before the Board. However she did not find out it had been concluded until she was informed by various insurance companies with whom she does business. Ms. Gadd went to the Board's web site and read the Settlement Agreement. The Board finds Ms. Gadd's testimony credible.

Annie Divello, SLP testified about Ms. Pattangall's documentation of treatment at New England Pediatric Services. Ms. Divello testified to the fact that in late January of 2013 New England Pediatric Services placed Ms. Pattangall on a corrective action plan to address deficiencies in Ms. Pattangall's submission of monthly invoices, progress summaries, and her failure to respond to her supervisor's e-mails in a timely manner. In April of 2013 Ms. Pattangall was placed on a second corrective action plan to address her failure to log visits to clients in a timely manner, failure to maintain a current treatment plan, and failure to submit monthly invoices in a timely manner. Ms. Divello stated that on July 17, 2013 Ms. Pattangall and NEPS signed the formal termination agreement. After Ms. Pattangall's termination she was requested to submit any additional documentation to NEPS. Ms. Pattangall failed to produce at least 50 daily notes for services rendered. The Board finds Ms. Divello's testimony credible.

Cassandra Chapman, SLP testified about Ms. Pattangall's documentation of treatment at New England Pediatric Services. Ms. Chapman confirmed all testimony provided by Ms. Divello. The Board finds Ms. Chapman's testimony consistent with that provided by Ms. Divello and credible.

Ms. Pattangall provided testimony that she did not provide a copy of the 2011 Settlement Agreement to Manchester School District because Ms. McLaughlin stated she "did not need it. We know all about it". She further testified that she had provided a copy of the Agreement to the Manchester School District after being hired in 2012 and then again in 2013. With regards to Ms. White she stated that she gave a copy of the Settlement Agreement to her. With regards to Ms. Gadd she stated that Ms. Gadd knew about what was going on with the Board and that she had consulted directly with her about what she should do.

Ms. Pattangall admitted that she had made mistakes with regards to the submission of paperwork and that she fell behind. She stated “it was not a good fit”. She further informed the Board that she has taken steps to correct her mistakes with regards to the paperwork and that she takes full responsibility for those mistakes.

The Board finds that the testimony provided by Ms. Pattangall, where she states that she did not provide a copy of the Settlement Agreement until after being employed at Manchester School District, credible. The Board finds remaining testimony, with regards to the Settlement Agreement not to be credible based on previous testimony of credible witnesses. With regards to Ms. Pattangall’s issues with documentation the Board finds Ms. Pattangall’s testimony credible.

Lynn Thomas, Director of Easter Seals Early Support testified on Ms. Pattangall’s behalf regarding her recent work performance at Easter Seals. Ms. Thomas states that she and Ms. Pattangall have worked out a plan to address Ms. Pattangall’s issues with regards to the timely submission of paperwork and that she has an individual working one on one with Ms. Pattangall. She further testified that there have been no issues with regards to Ms. Pattangall’s work performance and the timely submission of paperwork at Easter Seals. The Board finds Ms. Thomas’s testimony credible.

The Board deliberated immediately following the hearing.

Applicable Laws

RSA 328-F:23, II(c):

- (c) Violation of the ethical standards adopted by the board.

Principle of Ethics I, Rule K:

Individuals shall adequately maintain and appropriately secure records of professional services rendered, research and scholarly activities conducted, and products dispensed and shall allow access to these records only when authorized or when required by law.

Findings of Fact and Rulings of Law:

In light of the testimony and exhibits, the Board made the following findings of fact and rulings of law:

- Ms. Pattangall was required under section 7. C. of the Settlement Agreement to “...furnish a copy of the Settlement Agreement to any employer to which Respondent may apply for work as a speech-language pathologist or for work in any capacity which requires speech-language pathology training....”.

- Ms. Pattangall failed to provide a copy of the 2011 Settlement Agreement to “FCT” which now conducts business as “Kornerstone Kids Therapy & Learning Center” between December of 2011 and January of 2012 in violation of the Settlement Agreement accepted as a final Order of the Board on December 1, 2011 section 7. C and consequently RSA 328-F:23, II.
- Ms. Pattangall failed to provide the Manchester School District with a copy of her 2011 Settlement Agreement when she applied for work in the summer of 2012 as a speech-language pathologist in violation of the Settlement Agreement accepted as a final Order of the Board on December 1, 2011 section 7. C. and consequently RSA 328-F:23, II.
- Ms. Pattangall failed to provide the Manchester School District with a copy of her 2011 Settlement Agreement when she applied for work in the summer of 2013 as a speech-language pathologist in violation of the Settlement Agreement accepted as a final Order of the Board on December 1, 2011 section 7. C. and consequently RSA 328-F:23, II.
- Ms. Pattangall failed to maintain adequate documentation for a substantial percentage of the services she provided at New England Pediatric Services in violation of RSA 328-F:23, II(c) and *Principle of Ethics* I, Rule K.

Based upon the findings of fact and rulings of law, the Board voted to order the following:

THEREFORE IT IS ORDERED, that Ms. Pattangall’s license is **SUSPENDED** for 6 months from the date of this Decision and Order.

IT IS FURTHER ORDERED, that Ms. Pattangall shall be fined \$1000.00 to be paid, by certified check or money order, to the Board’s office within 30 days of the effective date of this Decision and Order. The check shall be made payable to the Treasurer, State of New Hampshire.

IT IS FURTHER ORDERED, that Ms. Pattangall is placed on probation for 3 years from the date her license is reinstated. During those 3 years Ms. Pattangall shall adhere to all Laws and Rules that govern her professional license and any active Orders of the Board. Any violation of those Laws and Rules shall result in Ms. Pattangall’s license being “Revoked”.

IT IS FURTHER ORDERED, that Ms. Pattangall work under supervision for a period of 2 years from the date of this Decision and Order or the date of employment subsequent to this

Decision and Order. A “Supervision Form” provided by the Board shall be submitted to the Board’s office before Ms. Pattangall begins practicing under supervision. Ms. Pattangall’s supervisor shall be a New Hampshire licensed Speech-Language Pathologist in good standing with any and all State agencies, national organizations, and facilities he or she is associated with. Supervision shall be 50% of the time as “direct” supervision and 50% of the time as “indirect” supervision as defined in the Board’s Administrative Rules.

IT IS FURTHER ORDERED, that Ms. Pattangall’s supervisor submit quarterly reports to the Board throughout the 2 year period of supervision. These reports shall outline Ms. Pattangall’s responsibilities, clinical skills, documentation skills, and ethical decision making.

IT IS FURTHER ORDERED, that Ms. Pattangall shall not be employed in any position that requires supervision or teaching for three years from the effective date of this Decision and Order. Ms. Pattangall is to focus on her clinical skills, responsibilities, and ethics.

IT IS FURTHER ORDERED, that within fifteen (15) days of the effective date of this Decision and Order, as further defined below, Ms. Pattangall shall furnish a copy of this Decision and Order to any current employer for whom she performs services as a Speech-Language Pathologist and to any agency or authority which licenses, certifies or credentials Speech-Language Pathologists, with which Ms. Pattangall is presently affiliated. Ms. Pattangall shall provide the Board with a dated and signed statement, from the individual or entity, that the individual or entity has received this Decision and Order.

IT IS FURTHER ORDERED, that Ms. Pattangall provide to the Board’s office a dated and signed statement from any future employer that she has provided them with a copy of this Decision and Order for three years from the effective date of this Decision and Order.

IT IS FURTHER ORDERED that Ms. Pattangall’s breach of any terms and conditions of this Decision and Order shall constitute unprofessional conduct pursuant to RSA 328-F:23, II.

IT IS FURTHER ORDERED that this Decision and Order shall become a permanent part of Ms. Pattangall’s file, which is maintained by the Board as a public document.

IT IS FURTHER ORDERED that this Decision and Order shall take effect as a final Order of the Board on the date it is signed by an authorized representative of the Board.

*Speech-Language Pathology Governing Board
In the Matter of Heather A. Pattangall
Decision and Order*

BY ORDER OF THE BOARD

Date: August 7, 2014

Tina M. Kelley, Administrator
Authorized Representative of the
Speech-Language Pathology Governing Board