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Counsel for the Commissioner of Securities and Insurance

**BEFORE THE COMMISSIONER OF SECURITIES AND INSURANCE,
OFFICE OF THE MONTANA STATE AUDITOR**

IN THE MATTER OF
AMY ANN JENSEN, SHELDON LEE JENSEN
and THERAPY CONNECTIONS, LLC
Respondents.

Case No. INS-2022-00425

**CONSENT AGREEMENT AND
FINAL ORDER**

This Consent Agreement (Agreement) and Final Order are entered into by the Commissioner of Securities and Insurance, Office of the Montana State Auditor (Commissioner or CSI), acting pursuant to the authority of the Montana Insurance Code, Mont. Code Ann. § 33-1-101 *et seq.*, and Respondents Amy Ann Jensen, Sheldon Lee Jensen, and Therapy Connections, LLC.

RECITALS AND ASSERTION OF FACTS

WHEREAS:

1. The Respondents operate a speech, occupational, and physical therapy clinic at 945 Broadwater Square in Billings, Montana.
2. CSI received a fraud referral from Blue Cross Blue Shield of Montana (BCBS) concerning Respondents on May 11, 2022.
3. Generally, the allegations in the fraud referral to CSI were that Respondents were providing therapy treatment for autistic children in the form of Applied Behavioral Analysis (ABA) where Respondents were not certified to provide such therapy; and, that

Respondents had not appropriately coded for the therapy provided in seeking payment from BCBS. Any ABA therapy occurring at a clinic must be administered under the direct supervision of a licensed ABA provider. *Mont. Code Ann. §§ 37- 17- 401- 406, Admin. R. Mont. 37.34.1902*

4. Ultimately, CSI and BCBS conducted separate investigations concerning the allegations.

5. Independent of CSI, BCBS completed its investigation. BCBS had alleged that for dates of service from January 2, 2020, through December 31, 2021, Respondents submitted claims and received payments for ABA that were provided without ABA certifications. In response to BCBS' investigation, Respondent ceased providing and billing for ABA services. On October 20, 2023, BCBS and Respondents agreed to resolve the matter. Without admitting liability, Respondents agreed to repay an amount in settlement, representing payment for certain ABA services it submitted to BCBS. Respondents further agreed to revise and maintain as necessary their claims procedures to reflect and ensure full compliance with BCBS' coding and billing claims requirements.

6. Now, to resolve CSI's investigation, CSI believes that the best interests of the public would be served by entering into this Agreement.

ASSERTIONS OF LAW

1. The Commissioner has authority to pursue an administrative action based on the allegations set forth in the Recitals herein under the authority granted to him by the Montana Insurance Code (Mont. Code Ann. § 33-1-101, *et seq.*), which authorizes the Commissioner to act in protection of insurance consumers and in the public interest. Such an action would be brought pursuant to Mont. Code Ann. §§ 33-1-311, -317, -1202, and -1211, and as more fully described below.

7. After following the procedures provided by Mont. Code Ann. § 33-1-701, and upon a finding by the Commissioner that a violation of the Montana Insurance Code has occurred, the Commissioner could impose a fine of up to \$25,000 upon any person who violates Mont. Code Ann. § 33-1-1202. *See* Mont. Code Ann. § 33-1-317.

8. A person commits the act of administrative insurance fraud under Mont. Code Ann. § 33-1-1202(1) when the person causes a written or oral statement to be presented to an insurer for the purposes of obtaining money or another benefit that contains false, incomplete, or misleading information regarding any fact or thing material to, as part of, or in support of a claim for payment or other benefit pursuant to an insurance policy.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements contained in this Agreement, CSI and Respondents hereby agree to settle this matter pursuant to the following terms and conditions:

STIPULATIONS, CONSENTS AND AGREEMENT

1. CSI has resolved to close this matter by the contents of this agreement.

2. This Agreement is neither an admission of liability or wrongdoing by Respondents nor a concession by CSI that its claims are not well founded. To avoid delay, uncertainty, inconvenience and the expense of protracted litigation over the allegations and in consideration of mutual actions listed below, the parties agree as follows:

9. CSI agrees that it will not bring an administrative action pursuant to Mont. Code Ann. §§ 33-1-311, -317, -1202, and -1211 against Respondents subject to the following terms and conditions:

a. Respondents will not administer any form of ABA therapy and will not submit requests for payment of any kind for such therapy until Respondents meet all requirements of law, including but not limited to Mont. Code Ann. §§ 37-17-401-406, Admin. R. Mont. 37.34.1902.

b. Respondents shall not purposely or knowingly violate any state or federal laws concerning the provision of any therapy or treatment, or in claiming compensation for the same.

c. Respondents agree to a settlement payment in the amount of \$5,000, with such payment suspended subject to Respondent's adherence to subsections a. and b. of

this paragraph. Within a period of two (2) years, if CSI has reasonable cause to believe that there has been a violation of this Agreement, CSI will seek full payment of the settlement payment and any other relief or penalties to which CSI is entitled under the law.

ADDITIONAL STIPULATIONS AND CONSENTS

1. Respondents fully and forever release and discharge CSI from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or not asserted, known or unknown, foreseen or unforeseen, arising out of or related to the Recitals or this Agreement.

2. Respondents consent to the terms of this settlement agreement and affirmatively waive a contested case hearing and all rights to appeal under the Montana Administrative Procedure Act, §§ 2-4-101, *et seq.*, MCA, and elect to resolve this matter on the terms and conditions set forth herein.

3. Respondents' decision to enter into this Agreement is a knowing and voluntary choice, that Respondents has not been made any promises other than what is contained within this Agreement, and that entry into this Agreement is not the product of duress, coercion, threats, or improper influence of any kind.

10. The Commissioner has jurisdiction over Respondents and the subject matter pursuant to § 33-1-101 *et seq.*, MCA.

11. This Agreement is entered into without adjudication of any issue, law, or fact. It is entered into solely for the purpose of resolving CSI's allegations, without any admission on the part of Responds, and is not intended to be used for any other purpose.

12. The applicable statute of limitations, set forth in Mont. Code Ann. § 33-1-107, is tolled regarding the allegations asserted in this matter. In the event Respondents fail to comply with the terms of this Agreement at any time after entering this Agreement, CSI may pursue additional administrative action against Respondents.

13. This Agreement constitutes the entire agreement between the Commissioner and Respondents, and no other promises or agreements, either express or

implied, have been made by the Commissioner or by any member, officer, agent or representative of CSI to induce Respondents to enter into this Agreement.

14. This Agreement may not be modified orally, and any subsequent modifications to this Agreement must be mutually agreed upon in writing to be effective.

15. This Agreement shall be incorporated into and made a part of the attached Final Order issued by the Commissioner herein.

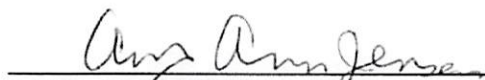
16. This Agreement shall be effective upon signing of the Final Order.


17. This Agreement is a public record under Montana law and, as such, may not be sealed or otherwise withheld from the public.

DATED this 25 day of April, 2024.


THERAPY CONNECTIONS, LLC
Respondent


CARLO CANTY
Legal Counsel for the Commissioner


AMY ANN JENSEN
Respondent


SHELDON LEE JENSEN
Respondent

FINAL ORDER

Pursuant to the authority vested by § 2-4-603, MCA, and § 33-1-101 *et seq.*, and upon review of the foregoing Consent Agreement, and good cause appearing,

IT IS HEREBY ORDERED that the foregoing Consent Agreement between the Commissioner and Respondents is adopted as if set forth fully herein.

DATED this 26 day of April, 2024.

A handwritten signature in black ink, appearing to read 'Troy Downing', is written over a horizontal line.

TROY DOWNING
Commissioner of Securities and Insurance,
Montana State Auditor