

**State of New Hampshire  
Board of Chiropractic Examiners  
Concord, New Hampshire 03301**

In the Matter of:  
Ronald J. Aragona, D.C.  
No.: 558-A  
(Misconduct Allegations)

**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 chiropractic, the New Hampshire Board of Chiropractic Examiners (“Board”) and Ronald J. Aragona, D.C. (“Dr. Aragona” or “Respondent”), a chiropractor licensed by the Board, do hereby stipulate and agree to resolve allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 316-A:22, 316-A:23-a and Ch 206 and 210, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by chiropractors. RSA 316-A:22, V, and Parts Ch 501.02 (d) and (e) of the Board’s rules authorize the Board, at any time, to dispose of allegations by way of a settlement agreement and without commencing a disciplinary hearing. See also, RSA 541-A:38 and Ch 504.01 (a) (2).
2. The Board first granted Respondent a license to practice chiropractic in the State of New Hampshire on May 15, 1967. Respondent holds license number 558-A. Respondent practices at the Spinal Orthopedic Chiropractic Health Center, PLLC and the R.J. Aragona Spinal Orthopedic Health Center in Manchester, NH.

3. In September of 2006, the Board received a complaint from the insurance company of Patient A. The company complained that Respondent had failed to provide the records necessary to process Patient A's insurance claims and that Respondent used incorrect billing codes. In April of 2007, another insurance company complaint was received concerning Patient B alleging that Respondent failed to maintain notes and records for 188 visits, that he failed to provide treatment notes within 10 days of a request, that he submitted claims using incorrect billing codes and that he billed the client as a "wellness" patient when he was actually experiencing pain thus constituting a dual fee schedule.
4. In response to these complaints, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's conduct involving Patient A and Patient B.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct, in violation of RSA 316-A:22, II (c) and Ch 506.02 (m), (p), (q), (r), (u) and (v), by the following facts:
  - A. Respondent treated Patient A after a car accident.
  - B. A review of Respondent's records for Patient A showed that Respondent failed to maintain accurate and complete clinical records. Respondent billed the insurance company for five areas of treatment. Respondent's records reflect two areas of treatment and diagnosis coding for three areas.

- C. The insurance company sent to Respondent a signed Release of Records for Patient A in May of 2006. Respondent failed to provide a full set of the requested records.
- D. Respondent took 27 x-rays of Patient A. Some of Respondent's x-rays lacked sufficient detail, proper processing and identification to be of good diagnostic quality. Yet Respondent billed for the x-rays anyways. Respondent failed to offer to retake the x-rays at no cost to the patient.
- E. Respondent billed using code 99214 for every visit with Patient A. Based upon the limited documentation provided, this should have been bundled into the CMT codes. Respondent billed using code 97124 without supporting documentation.
- F. Respondent requested an additional \$500 from the insurance company to have him further interpret Patient A's x-rays.
- G. Respondent was asked by the Boards to produce the records and x-rays of Patient A by November 3, 2006. Respondent produced the records and one set of x-rays on November 7, 2006. The "original" x-rays were not provided until April 26, 2007. Both sets of x-rays lack appropriate identification. Neither set includes imprinted dates of the x-ray study, right or left markers, patient name, date of birth or facility address.
- H. With regard to Patient B, Respondent treated Patient B from February 2001 to December 2006. There were no daily office notes or records kept for Patient B prior to December 16, 2006.

- I. Respondent failed to provide complete records and itemized bills to the insurance company despite receiving an authorization for release and pre-payment for the records.
  - J. Respondent billed the insurance company for spinal manipulation of five areas. Respondent's records only document treatment of three areas. Respondent billed for providing traction. Respondent's progress notes do not list traction as a procedure that was employed. Respondent billed for a detailed history and exam on a daily basis but his notes provide no indication that this work was performed.
  - K. Respondent presented copies of x-rays to the Board for Patient B. Some are of non-diagnostic quality. They lack right/left markers and many have blurred or poorly detailed images. Respondent charged for these x-rays and never offered to retake them at no additional cost.
  - L. From 2001-2006, Respondent took 59 x-rays of Patient B. Because of their quality, in order to evaluate the patient's spine diagnostically, the Patient will require more exposure to x-ray.
  - M. In 1990, Respondent entered into a legal settlement on another case involving excessive radiation of a patient.
6. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a chiropractor in the State of New Hampshire.
7. Respondent consents to the Board imposing the following discipline, pursuant to RSA 316-A:22, III:

- A. Respondent is REPRIMANDED.
- B. Respondent is required to complete 12 hours of CONTINUING CHIROPRACTIC EDUCATION in the areas of risk management and record keeping. He is also required to complete 12 hours of continuing education in x-ray technique and x-ray processing. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within one (1) year from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion.
- C. Respondent is assessed an ADMINISTRATIVE FINE in the amount of \$2,000. Respondent shall pay this fine in full within thirty (30) days of the effective date of this *Settlement 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 29 Hazen Drive, Concord, New Hampshire.
- D. Respondent shall bear all costs of the treatment, evaluation, and reporting required by this *Settlement Agreement*, but he shall be permitted to share such costs with third parties.
- E. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
- F. 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 a chiropractor or work which requires a chiropractic degree and/or license or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials chiropractors, with which Respondent is presently affiliated.

G. 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 a chiropractor or for work in any capacity which requires a chiropractic degree and/or chiropractic license or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials chiropractors, 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 316-A:22, II (c) and a separate and sufficient basis for further disciplinary action by the Board.

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.

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 him other than those terms and conditions expressly stated herein.
12. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
13. Respondent understands that his action in entering into this *Settlement 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 his choosing in connection with his decision to enter into this agreement.
15. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced his right to a fair and impartial hearing in the future if this *Settlement Agreement* is rejected by the Board.
16. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
17. Respondent certifies that he has read this document titled *Settlement Agreement*. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the rights to confront

and cross-examine witnesses, to call witnesses, to present evidence, to testify on his 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 *Settlement Agreement*, he 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 RESPONDENT**

Date: 8-28-07

Ronald J. Aragona, D.C.

Ronald J. Aragona, D.C.  
Respondent

Date: \_\_\_\_\_

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Larry Vogelman, Esq.  
Counsel to Respondent

**FOR THE BOARD/\***

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

Date: September 12, 2007

Marie E. Crowley  
(Signature)

MARIE E. CROWLEY

Authorized Representative of the  
New Hampshire Board of Chiropractic Examiners

213846

/\* Board member(s) Recused:  
Victor F. BAZZANI, D.C.