

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

In the Matter of:  
Stephen Dohoney, DC  
No.: 729-0904  
(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 Stephen Dohoney, DC (“Dr. Dohoney” or “Respondent”), a chiropractor licensed by the Board, do hereby stipulate and agree to resolve certain 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 and 316-A:23-a, and Board of Chiropractic Administrative Rule (“Ch”) 208, 209, 210 and 211, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by chiropractors. Pursuant to RSA 316-A:22, V, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice chiropractic in the State of New Hampshire on September 2, 2004. Respondent holds license number 729-0904. Respondent practices chiropractic at The Pain Relief Center in Nashua, New Hampshire.
3. On or about August 16, 2011, the Board received a complaint from a patient of Respondent alleging billing irregularities.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's treatment of the complainant and the billing for this treatment.
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), by the following facts:
  - A. Following an automobile accident, the complainant visited Respondent approximately thirty-four times for chiropractic services. During each visit, Respondent treated the complainant with approximately seven different modalities, including chiropractic manipulative treatment, electric muscle stimulation, mechanical traction, cold laser, massage, neuromuscular re-education, and extremity manipulation.
  - B. The Centers for Medicare and Medicaid Services (CMS) sets required lengths of time for each modality. Although he did not spend the required amount of time administering certain modalities, Respondent, in error, billed for full services.
6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 316-A:22, II(c).
7. 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.

8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 316-A:22. III:
- A. Respondent is required to meaningfully participate in six (6) hours of continuing chiropractic education in the areas of billing and coding. 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.
  - B. Respondent is assessed an ADMINISTRATIVE FINE in the amount of two hundred fifty dollars (\$250). 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 129 Pleasant Street, Concord, New Hampshire.
  - A. Respondent shall, at his own expense, engage in a period of **supervision** for eighteen (18) months according to the following terms and conditions:
    - 1. Kevin Moriarty, D.C., is qualified and has agreed to undertake evaluative/remedial supervision as described herein. Respondent shall engage, at his own expense, the services of Dr. Moriarty.
    - 2. Frequency and duration of supervision: For a period of eighteen (18) months following the effective date of this *Settlement Agreement*,

- a. Respondent shall meet quarterly with Dr. Moriarty to review Respondent's practice, including a review of Dr. Moriarty's billing practices such as those described above in Paragraph 5.
  - b. If, based on Dr. Moriarty's reports, the Board determines that further rehabilitative supervision is required, the Board reserves the right to modify the terms of supervision with regard to frequency and duration, to include imposing an extension on the duration of the supervision.
3. Reporting requirements: Dr. Moriarty shall file reports quarterly.
- a. The first report shall be filed within one-hundred twenty (120) days from the effective date of this *Settlement Agreement*. The reports shall include the following, as deemed relevant by Dr. Moriarty:
    - i. The supervisor's assessment of Respondent's understanding of the ethical and professional violations described in the *Settlement Agreement*;
    - ii. An assessment of Respondent's motivation for rehabilitation;
    - iii. Any other ethical or professional practice issues uncovered in the preliminary evaluation;
    - iv. The level of competency and performance observed.

- b. The Board may evaluate and investigate information contained in any of the supervisor's reports as a matter independent and separate from this *Settlement Agreement*, and may, as a result of such an evaluation and investigation, commence appropriate proceedings to increase, decrease or modify the term of supervision or to take other appropriate action.
- c. Respondent shall be responsible for ensuring that all reports required by the terms of this *Settlement Agreement* are filed in a timely manner with the Board.
- C. Respondent shall bear all costs of the monitoring, supervision and reporting required by this *Settlement Agreement*, but he shall be permitted to share such costs with third parties.
- D. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
- E. 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.

- F. 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.
9. 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.
10. 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.
11. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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 not accepted by the Board.
17. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
18. 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.

19. 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: 9/25/2012

Stephen Dohoney, D.C.  
Stephen Dohoney, DC  
Respondent

Date: September 25, 2012

James D. Gleason  
James D. Gleason, Esq.  
Counsel for Respondent

**FOR THE BOARD\***

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

Date: 10/4/12

Carol A. Richardson  
(Signature)

Carol A. Richardson  
(Print or Type Name)  
Authorized Representative of the  
New Hampshire Board of Chiropractic Examiners

\* Lisa M. Lanzara-Bazzani, D.C., Board member, recused.