

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

In the Matter of:  
**John M. Rice, D.C.**  
**No.: 181-1085A**  
(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 John M. Rice, D.C., ("Dr. Rice" 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-a and Chapters 202 and 211 of the Board's Administrative Rules ("Ch") the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by chiropractors. Pursuant to RSA 316-A:22, V and RSA 541-A:31, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing. *See* RSA 541-A:38.
2. The Board first granted Respondent a license to practice as a chiropractor in the State of New Hampshire on October 1, 1985. Respondent holds license number 181-1085A. Respondent practices at Merrimack Chiropractic Center, a solo chiropractic practice, at 3 Mound Court, Merrimack, NH 03054.

3. On or about June 2, 2013, the Board received a complaint from the husband of Patient X in which he alleged that his wife and Respondent had a "sexual affair" while she was Respondent's patient.
4. In response to this, the Board conducted an investigation and obtained information from various sources, including Patient X.
5. If a disciplinary hearing were to take place, Hearing Counsel would present evidence supporting the allegations that Respondent engaged in professional misconduct, in violation of RSA 316-A:22, II (c), Ch 403.01 (c)(2), and Ch 403.03 (a)(1), based upon the following facts:
  - A. Respondent treated Patient X from on or around the Fall of 2009 until on or around September of 2012. Patient X did not have a sexual relationship with Respondent prior to her becoming his patient.
  - B. After initially becoming friends, Patient X and Respondent began a relationship on or around the Spring of 2011.
  - C. Beginning on or around the Spring of 2011, Respondent and Patient X met up for between approximately ten (10) and fifteen (15) cycling trips. Respondent and Patient X also met at another location on approximately five (5) other occasions. These meetings occurred around between the Spring of 2011 and the Summer of 2012. It was during these meetings that Patient X and Respondent engaged in sexual relations. The sexual relations were initiated by Patient X while she was Respondent's patient.

- D. During the course of their relationship, Patient X and Respondent exchanged emails that were flirtatious and sexually suggestive in nature. These emails were exchanged while Patient X was still Respondent's patient. Patient X's relationship with Respondent was discovered on or around September of 2012 when her husband found emails between her and Respondent.
- E. After Patient X's husband confronted her about the emails, she stopped treating with Respondent. Patient X and her husband separated shortly after her relationship with Respondent was discovered. Respondent and Patient X are currently in a committed relationship.
6. By entering into this *Settlement Agreement*, Respondent makes no admission of wrongdoing, but he acknowledges that, if proven, the alleged conduct constitutes grounds upon which the Board could take disciplinary action against Respondent's license to practice as a chiropractor in the State of New Hampshire.
7. The Board finds that the conduct alleged above supports a finding of professional misconduct in violation of RSA 316-A:22, II (c), Ch 403.01 (c)(2), and Ch 403.03 (a)(1).
8. Respondent agrees to a **permanent voluntary surrender of his license** to practice chiropractic in the State of New Hampshire. Respondent understands that acceptance by the Board of a *permanent* voluntary surrender of a license while misconduct allegations are pending constitutes disciplinary action by the Board under RSA 316-A:22, III, and a basis for Respondent not to be eligible to become licensed ever again by the Board.

9. Respondent acknowledges that if the Board chooses to accept this *Settlement Agreement*, this document shall be reported and distributed to all relevant licensing authorities and professional societies in the same manner as a final decision making a specific finding of professional misconduct. Respondent recognizes that the fact of his voluntary permanent license surrender will be reported and distributed by the Board as a disciplinary action.
10. 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.
11. For a continuing period of five (5) years 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 involves patient care, and to any agency or authority that licenses, certifies or credentials chiropractors from whom Respondent seeks licensure, certification or credentialing.
12. In the event of a breach of any terms or conditions of this *Settlement Agreement* by Respondent, the Board reserves its rights to take all necessary steps to enforce its terms.
13. The Board agrees that this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the alleged misconduct described

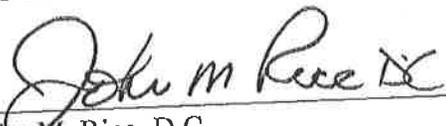
above, or any misconduct allegations that could have been asserted by the Board based on information known to the Board in this matter.

14. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
15. 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.
16. Respondent understands that his action in entering into this *Settlement Agreement*, and the acceptance of it by the Board, is a final act and not subject to reconsideration or judicial review or appeal.
17. 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.
18. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion of it, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claim that any disclosures made to the Board for its review of this *Settlement Agreement*, and any guidance or explanations provided to the parties by the Board resulting from that review, has prejudiced his right to a fair and impartial hearing, in the event this *Settlement Agreement* is not accepted by the Board and no other *Settlement Agreement* is presented to the Board thereafter.
19. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.

20. 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.
21. 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: 4/3/14

  
John M. Rice, D.C.  
Respondent

Date: 4/3/14

  
Cinde Warmington, Esq.  
Counsel for Respondent

FOR THE BOARD/\*

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

Date: May 1, 2014

Carole A. Richardson  
(Signature)

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

/\* \_\_\_\_\_, Recused Member(s)