

**STATE OF NEW HAMPSHIRE  
PHYSICAL THERAPY GOVERNING BOARD  
CONCORD, NH 03301**

In the Matter of:      Docket# 2023-PHY-Denapoli-0977  
**Lauren Denapoli, PT**  
**License #2883**

**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 physical therapy, the New Hampshire Physical Therapy Governing Board ("Board") and Lauren Denapoli ("Respondent"), a physical therapist, licensed by the Board, do hereby stipulate and agree to resolve certain allegations of violations of rules and laws regulating the profession now pending before the Board in accordance with the following terms and conditions:

1. Pursuant to NH RSA 328-A:3, III; NH RSA 328-F:23; NH RSA 328-F:24, NH RSA 541-A, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by the Board's licensees.
2. Pursuant to NH RSA 328-F:24 and NH RSA 310:10, VIII, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
3. The Board first granted Respondent a license to practice as a physical therapist in the state of New Hampshire on August 13, 2003. Respondent holds license number 2883, which expires on December 31, 2024.
4. In response to receiving a complaint on or about July 6, 2023, the Office of Professional Licensure and Certification, Division of Enforcement ("OPLC Enforcement") conducted an expedited investigation. On or about July 14, 2023, the Board voted to emergently suspend Respondent's license.
5. On or about July 25, 2023, the Respondent signed a Preliminary Agreement Not to Practice ("PANP") which remains in place. Respondent has not practiced since the Emergency Suspension.
6. Respondent stipulates to the following facts:
  - A. During the relevant time period Respondent worked at Mobility Bone and Joint Institute in Salem, New Hampshire ("Institute") and provided physical therapy services to patients in New Hampshire.
  - B. On June 20, 2023, while working at the Institute, Respondent was observed by a coworker exiting the staff room acting oddly. The coworker then entered the room and discovered a prescription bottle containing a white powder.
  - C. Respondent was brought into the room and confronted. Respondent then admitted that the bottle was hers, that it contained cocaine, and that she had used the cocaine while in the room.
  - D. Respondent was scheduled to treat patients that day.
  - E. Respondent was then terminated from the Institute.
  - F. Respondent voluntarily entered into an in-patient rehabilitation treatment.
7. The Board finds that Respondent committed the acts described above and concludes that, by



engaging in such conduct, Respondent violated NH RSA 328-F:23, II(f) (*see* RSA 328-A:3, III.).

8. Respondent acknowledges that the allegations and facts set forth above constitutes grounds for the Board to impose disciplinary sanctions against Respondent's License to practice as a physical therapist in the State of New Hampshire.

9. WHEREFORE, Respondent consents to the Board imposing the following discipline, pursuant to RSA 310:12:

A. Respondent's license is **SUSPENDED** for a period of seven (7) months, beginning on the date of the Emergency Suspension.

B. Within thirty (30) days of the effective date of this *Settlement Agreement*, Respondent shall **enroll and participate in** or, if already enrolled, provide proof of such enrollment and participation **an outpatient substance abuse rehabilitation program**, the requirements of which shall be as follows:

- i. The substance abuse program the Respondent enters into must include random drug testing as least two times per month.
- ii. Respondent's continued participation in such program, and the results of any random drug testing shall be reported to the Board on a monthly basis by the program.
- iii. Respondent shall execute the necessary consent(s) to allow such reporting to occur. Respondent shall be responsible for ensuring the reports are provided to the Board as required, and Respondent shall inform the treatment provider of these requirements by providing a copy of this *Settlement Agreement* within thirty (30) days of the Effective Date.
- iv. Respondent shall remain in the treatment program for no less than twelve (12) months from the effective date of this *Settlement Agreement*.
- v. Respondent shall demonstrate and provide proof of a minimum of ninety (90) days compliance with the treatment program prior to the reinstatement of her license.
- vi. In addition to the monthly reporting, the treatment program shall submit a Final Report to the Board at the end of the program, which shall include any recommendations for continued treatment, if such is deemed necessary. If continued treatment is recommended, Respondent shall follow said recommendations and remain in treatment for the proscribed period of time.

10. Within ten (10) days of the effective date of this *Settlement Agreement* Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services which requires a physical therapy license and to any agency or authority which licenses, certifies or credentials physical therapy licensees, with which Respondent is presently affiliated.

11. For a continuing period of two (2) 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 physical therapist.

12. Respondent shall bear all costs required by this *Settlement Agreement* and shall be responsible for ensuring all payments are made, but Respondent shall be permitted to share such costs with third parties.

13. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 328-F:23, II(j), and a separate and sufficient basis for further disciplinary action by the Board.

14. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondents' licenses.

15. 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. 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 *Settlement Agreement* as a factor in determining appropriate discipline should any future misconduct be proven against Respondent in the future.

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

17. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made other than those terms and conditions



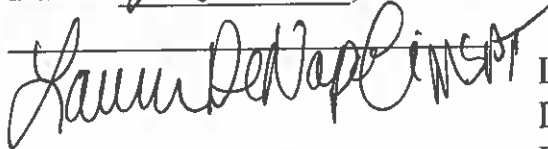
expressly stated herein.

18. Respondent understands that entering into this *Settlement Agreement* is a final act and not subject to reconsideration, judicial review, or appeal.
19. Respondent agrees to support the adoption of this agreement by the Board.
20. Respondent understands that this agreement is an adverse action against Respondent's license and will be reported to all relevant jurisdictions.
21. Respondent has had the opportunity to seek and obtain the advice of an attorney of her/his choosing in connection with her/his decision to enter into this *Settlement Agreement*.
22. Respondent is not under the influence of any drugs or alcohol at the time s/he signs this *Settlement Agreement*.
23. 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* has prejudiced Respondent's right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
24. Respondent certifies that s/he has read this document titled *Settlement Agreement*. Respondent understands that s/he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the right 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, quality and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, s/he waives these rights as they pertain to the misconduct described herein.
25. 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 and shall become final after 30 days pursuant to Plc 205.04.

[Signatures on next page.]

**FOR RESPONDENT**

Dated: 2.3, 2024



Lauren  
Denapoli, PT  
Respondent

**FOR THE BOARD**

Accepted by the Physical Therapy Governing Board on this  
20 day of February, 2024 ("Effective Date").

(Signature)



Authorized Representative of the

# NH Physical Therapy Governing Board

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