

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

In the Matter of:  
**Andrew J. Gallinaro, D.C.**  
**No.: 650-0102**  
(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 Andrew J. Gallinaro, D.C. ("Dr. Gallinaro" 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, RSA 316-A:23 and RSA 316-A:23-a and Board Administrative Rules Ch 208 and 211, 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.
2. The Board first granted Respondent a license to practice chiropractic in the State of New Hampshire on January 10, 2002. Respondent holds license number 650-0102. Respondent practices as a chiropractor at Comprehensive Healthcare Inc., which is located in Londonderry, New Hampshire.

3. On May 5, 2015, the Board received a complaint from a patient ("Patient") alleging that he was misled about a program offered by Respondent to treat diabetes. Patient later stated on May 13, 2015, that he wanted to withdraw the complaint.
4. In response to this complaint, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's alleged misconduct.
5. If a disciplinary hearing were to take place, Hearing Counsel would present evidence to seek to prove the following allegations:
  - A. On September 16, 2014, Patient attended a free dinner hosted by Respondent, during which a presentation was given regarding type II diabetes. After the presentation, Patient felt confident that Respondent's program would help him reduce his blood sugar levels and allow him to reduce the medications. Records show that Patient filled out a "New Patient Application and Case History" forms and there are also handwritten notes from this date detailing Patient's medical history.
  - B. On September 18, 2014, Patient had an initial consultation with Respondent in order to determine whether he was an appropriate candidate for the program. A credit card receipt shows Patient paid \$398.00 for this consultation, but there is no itemization indicating which portion related to the consultation and which portion related to services for Patient's wife. There were no treatment records from this date.
  - C. Respondent accepted Patient into the program and an initial administrative appointment was set for October 2, 2014. The documentation from this

appointment includes a “Recommended Action Plan Diabetes” dated October 2, 2014. This treatment plan listed the services included in the plan program along with an estimated cost of the service and then the “your cost” for the service. The program included 16 office visits including two full exams and evaluations (\$372.31 per appointment); comprehensive lab testing on two occasions (\$467); a custom action plan including low level light therapy sessions, weekly meal plans, patient education, and support groups (no charge); a 3-4 week cleanse (\$368); and up to \$1,900 in nutritional supplements. The total cost of the program was \$8,691.96, which Patient paid on that day using a credit card and a \$7,500 loan.

- D. Patient’s first appointment was on October 9, 2014. At this appointment, Respondent conducted an Initial Examination of Patient, but the treatment notes contain minimal information regarding this exam and it is unclear what many of the notations are as they do not correspond to the abbreviations in the key on this form. No chiropractic manipulations were performed.
- E. Patient’s follow up visits were documented using an “Established Patient Visit” form. Many of the forms for follow up visits contain minimal information and for many treatment dates the notes contain no assessment, diagnosis or plan, however daily supplement logs and blood sugar/weight logs were maintained. No physical exam or chiropractic manipulations were performed at any of the follow-up visits. On a separate form titled “Nutritional Supplement Protocol Log,” there is a list of the supplements

provided to the patient, with the date they were provided and how much each supplement costs. This list of supplements changes for each office visit date.

- F. Other than the “Recommended Action Plan Diabetes” and “Nutritional Supplement Protocol Log” there are no other billing records.
- G. On December 25, 2014, Patient was taken to the emergency room for accelerating blood sugar. At his last office visit before Christmas, Respondent recommended several new supplements to Patient. When this was reported to Respondent, Respondent took Patient off the recently added supplements.
- H. Starting in January 2015, Patient was seen less frequently by Respondent and after his March 19, 2015 appointment no further appointments were scheduled by Respondent until May 2015. Starting at the end of March, Patient attempted to contact Respondent to schedule an appointment and obtain refills on his supplements. Respondent responded to one of Patient’s emails by stating he would review his chart and get back to him. Respondent also had his staff work with Patient to help him get refills for his supplements. When Patient received the estimated cost of the supplement refills, he became upset and questioned why he now had to pay for supplements.
- I. In an email to Respondent dated April 15, 2015, Patient expressed his dissatisfaction with the additional charges and stated he felt misled about the program. Since Respondent did not respond to Patient’s email, Patient filed a complaint with the Board on May 5, 2015. Patient withdrew the complaint on May 13, 2015.

- J. After learning of the complaint with the Board, Respondent reached out to Patient and agreed to meet with him to discuss Patient's concerns.
- K. Respondent states that the functional health program looks into a patient's physiology, hormones, biochemistry, etc. to determine the root cause of the imbalances and then uses diet and lifestyle changes along with nutritional therapy in order to rebalance the patient's body and shrink symptoms over time. Some patients in the functional health program are not treated using any kind of chiropractic manipulation. For some patients, Respondent stated he uses symptomology to determine whether the nutritional and life style changes were improving the subluxation, rather than traditional chiropractic examination and manipulations.
- L. Respondent markets his functional health program to diabetes patients. In one of Respondent's flyers for a "Free Diabetic Dinner Event," the flyer says that "Stunning Research now suggests Type II Diabetes can begin to be **REVERSED** In As Little As **1 WEEK.**" Topics to be discussed at the dinner are said to include, "Top 3 reasons why diabetics get worse with time, A unique clinical approach that allows the diabetes to reverse, Is your treatment causing you to get worse over time?, and Common drugs that may cause you to actually get worse." The flyer states that the event will be presented by Dr. Andrew Gallinaro, DC and has a picture of Dr. Gallinaro along with the designation "Member of the American Diabetes Association."

- M. Another flyer for a free dinner is titled "Diabetes Breakthrough" and is said to include a discussion of "common reasons diabetics get worse with time not better." Attendees are invited to come "Discover how type II diabetics are reversing their disease, reducing and eliminating their need & dependence on drugs and insulin, losing weight without exercise, exploding their energy levels, and becoming non-diabetic." This flyer also says that the event will be presented by Dr. Andrew Gallinaro, DC and has a picture of Dr. Gallinaro along with the designation "Member of the American Diabetes Association."
- N. The third flyer advertisement says "ATTENTION: TYPE 2 DIABETICS Finally a Doctor That Wants to Get You OFF Your Medications." The flyer states that at the workshop, "You'll Discover How Patients Are...Reducing & Eliminating Medications and Insulin, Reducing & Eliminating Risks for Diabetic Complications, Reducing & Eliminating Risk for an Early Death, Reversing Type II Diabetes, and Even Becoming Clinically NON-DIABETIC." The flyer also states, "If you have a hard time believing the best that you can do is take one medication after another for the rest of your life, struggle to avoid unrealistic life-altering diets in an attempt to lose weight, will yourself to exercise despite little to no results, and you know feel down inside the must be a better, easier, and safer way then you will love our clinical approach."
- O. Respondent also uses a television ad which states, "If you or a loved one are suffering with type 2 diabetes, taking metformin and being told that insulin is

now necessary, you need to attend this free diabetes dinner workshop and find out why your condition might actually get worse while taking your medications and why many health care providers don't tell patients about a successful approach that allows type 2 diabetes to reverse without taking any medication. Seating is limited. To register for this free dinner event call now at 844-515-2336 and reserve your spot."

- P. On one of Respondent's three websites, [www.newhampshirefunctionalhealth.com](http://www.newhampshirefunctionalhealth.com), Respondent claims, "My unique, natural approach to treating diabetes is totally different – AND MUCH MORE EFFECTIVE – than what most doctors who are trying to reverse diabetes naturally are currently doing. You see, where most physicians test for blood sugar levels and A1C levels and not much else, I've designed an integrative testing approach that goes into much more depth. I then use my detailed findings to individually tailor and customize a treatment plan for each patient based on his or her own underlying causative factors." The website also includes an animated video that states, "A very lucrative industry has been built on the backs of type II diabetics. Many type II diabetics are extraordinarily frustrated with one drug after another. Insulin injection after insulin injection. Ever increasing and unstable blood sugar and continually being brow beaten by their health care provider with, 'you need to lose weight, diet and exercise.' Fear of mounting complications (the video image lists: heart disease, blindness, kidney failure and dialysis, amputations, and cancer)

and an early death. As well, many type II diabetics have given up hope and completely thrown in the towel due to a fatally flawed and often destructive health care system that is largely built on promoting industry instead of truly taking care of the sick. Many diabetics have accepted false fate, a fate that might sound something like this: 'It's just the way it is...' 'It's in my genes...' 'It's in my family—my mom and dad had it, my brother and uncle had it.' 'It's just because I am over weight...' 'My doctor is doing everything he/she can...' 'My doctor knows all there is to know about my condition and is checking everything...' 'I am doing all I can do and I just have to learn to live with it and accept my situation.' New research and a new treatment for diabetes is pissing off big pharma and the medical machine. The hidden truth is that science and vast clinical experience loudly screams that type II diabetes is completely reversible. Through comprehensive testing and customized treatment plans to support the root causes of diabetes for each individual. Some doctors are finally weaning from the teat of big pharma, big business and the medical machine and giving type II diabetics the back room secrets that allow type II diabetics to be able to reverse their diabetes, reduce and completely eliminate drugs and insulin injections, lose weight without exercise and life stopping diets, reduce and eliminate the risks for diabetic complications and an early death. Go from diabetic, to non-diabetic and the most fun of all, tell big pharma, big business and the medical machine, 'Thanks for your help but I'm going in a different direction—a path to real



results.’ To receive your back room, top secret, customized, reverse your type II diabetes in no seconds plan, follow the steps next to this video.”

6. The Board has alleged that Respondent committed the acts as described above and has asserted that by engaging in such conduct, Respondent violated RSA 316-A:1, 316-A:15 and 316-A:22, II (c), and Ch 402.02, 403.01(c), 403.02, 403.04, and 406.
7. By entering into this *Settlement Agreement*, Respondent makes no admission of wrongdoing, but acknowledges that the conduct summarized above, if proven, may constitute grounds for the Board to impose disciplinary sanctions against Respondent’s license to practice as a chiropractor in the State of New Hampshire.
8. In order resolves the allegations of the Board and to avoid the delay and expense of further proceedings, Respondent stipulates and agrees to the following terms and conditions of this *Settlement Agreement* imposed by the Board, pursuant to RSA 316-A:22, V:
  - A. Respondent is reprimanded.
  - B. Respondent’s license is suspended for a period of thirty (30) days starting July 1, 2017 and continuing through July 30, 2017, unless an extension of time is requested for the start of the suspension for good cause and/or to find coverage.
  - C. Respondent agrees that the Functional Health Model Program (“FHMP”) will incorporate the following:
    - 1) All initial examinations/sessions in the FHMP will include a chiropractic physical examination;

- 2) All FHMP Recommended Action Plans will include periodic adjustments based on chiropractic findings, symptoms and care plans, unless declined by the patient;
- 3) Every advertisement containing a statement/representation regarding the effects of the FHMP will include a reference or citation to data or supporting literature;
- 4) All advertising will contain a disclaimer/disclosure that the FHMP is not a “treatment” or “cure” for diabetes;
- 5) Advertising containing the representation that “research now suggests Type II Diabetes can begin to be reversed in as little as 1 week,” will be modified to include the term “symptoms.” For example: “research now suggests that symptoms of Type II Diabetes can begin to be reversed in as little as 1 week”;
- 6) The use of the term “diabetic breakthrough” will be removed from all advertising;
- 7) If the Board finds that any advertising is potentially misleading, they will provide Respondent with notice and 30 days in which to modify the specific portion of the advertising to which they take issue;
- 8) Respondent will provide participants in the FHMP with periodic itemized billing showing the amount charged for any office visit

and/or supplement that is to be deducted from the balance of any deposit;

- D. Respondent is required to meaningfully participate in 10 hours of continuing chiropractic education, which will include the areas of ethics, recordkeeping and billing. The ten (10) hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within six (6) months from the effective date of this *Settlement Agreement* and may include live, video, on line, self-study or pre-recorded presentations. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion.
- E. Respondent shall implement a new recordkeeping and billing system that meets the requirements of the Board's statutes and administrative rules.
- F. Respondent shall enter into a monitoring contract with licensed chiropractor of Respondent's choosing, subject to Board approval. The monitor shall review the adequacy and accuracy of Respondent's clinical and billing records to determine Respondent's compliance with accepted chiropractic practices and all applicable state and federal laws, regulations and administrative rules.
  - 1) Once Respondent has identified a monitor, Respondent shall enter into a written agreement with the monitor outlining the terms of the monitoring agreement as laid out below. The monitoring agreement shall be signed by both Respondent and the monitor and submitted to the Board for Board approval prior to commencing the monitoring.

- 2) Respondent shall have no social or professional association with the intended supervisor that would impair the supervisor's ability to perform in an evaluative role.
- 3) The monitoring period shall be for a period of twelve (12) months with four quarterly reports (as provided for below) submitted to the Board.
- 4) The monitoring shall consist of a preliminary assessment of Respondent's practice and procedures and evaluate the specific ethical and professional issues described in the *Settlement Agreement*. The monitor shall make specific recommendations in order to remediate any noted issues in the assessment. The monitor shall file an initial report detailing the preliminary assessment and any recommendations with the board within thirty (30) days from the engagement of the monitor.
- 5) On a quarterly basis, the monitor shall review ten (10) patient records selected by the monitor. The monitor shall visit Respondent's place of business to select the records to be reviewed. The records selected for review shall be records of patients seen by Respondent since the monitor's prior visit.
- 6) The monitor shall furnish quarterly written reports to the Board and to Respondent regarding the results of such monitoring. The first such quarterly report shall be due forty-five (45) days after the suspension of Respondent's license has been lifted. Such reports shall:
  - a. Evaluate Respondent's clinical and billings records;

- b. Identify any deficiencies in those clinical and billing records which reasonably warrant corrective action.
  - c. Provide an assessment of Respondent's progress in implementing improvements to his clinical and billing recordkeeping.
  - d. Discuss Respondent's progress in addressing the recommendations made in the initial assessment.
- 7) Respondent shall take any and all corrective actions that are reasonably necessary to correct any and all deficiencies identified in any review by the monitor. Not later than (30) days after Respondent's receipt of the monitor's report, Respondent shall submit to the Board a detailed written report identifying the steps that have been taken, or are being taken, to correct the deficiencies cited in the monitor's report, and the dates by which such corrective actions will be completed.
- 8) The Board, in its discretion, may at any time during the period of monitoring request a different monitor. If the monitor becomes unable to serve or to fulfill his/her obligations, Respondent is responsible for nominating a different monitor who is acceptable to the Board. In the event the monitor is unable to complete his/her review or report in a timely fashion due to the monitor's own personal and/or professional commitments, Respondent and the monitor shall notify the Board in writing of the reasons the monitor is unable to complete his/her review

or report by that date, and the Board, for good cause shown, may extend the deadline for completion of the review and report.

- 9) The terms and provisions of Respondent's contract with the monitor shall be incorporated into this Settlement Agreement by reference. Respondent's failure to comply with any terms of the contract shall constitute a violation of the terms of this Settlement Agreement. It is the responsibility of Respondent to provide information to the monitor in a timely and complete manner and to assure that all written reports setting forth the findings of the monitor are timely transmitted to the Board on a quarterly basis.

- G. Respondent is assessed an administrative fine in the amount of \$15,000. Respondent shall pay this fine in three (3) installments of \$5,000 each. The first payment shall be due within thirty (30) days of the effective date of this agreement. The remaining payments shall be due within ninety (90) days of the previous payment. All payments shall be made in the form of a money order or bank check, made payable to "Treasurer, State of New Hampshire," to the Board's office at 121 South Fruit Street, Concord, New Hampshire.
- H. 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.

- I. 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.
  - J. This Agreement is intended to resolve all existing and potential claims by the Board relating to Respondent's FHMP. The Board and Respondent have attempted to resolve this matter in compliance with the laws of the State of New Hampshire, the best interest of the public and the practice of chiropractic. It is agreed that neither the foregoing Agreement nor the negotiations leading to this Agreement shall be considered admissions of liability by Respondent and that this Agreement is reached only for the purpose of avoiding the expense and uncertainty of further proceedings before the Board.
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 is 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 alleged misconduct described above. However, the Board may consider the terms and conditions imposed by the *Settlement Agreement* 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 alleged 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:

4/27/2017



Andrew J. Gallinaro, D.C.  
Respondent

**FOR THE BOARD/\***

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

Date: May 11, 2017

Carole A. Richardson  
(Signature)

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

/\* Board members, recused: