

**N.H. Physical Therapy Governing Board
Office of Allied Health Professionals
Concord, New Hampshire 03301**

**In the Matter of:
David Perra, PTA
License No. 0486**

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 Board of Licensed Allied Health Professionals, Physical Therapy Governing Board ("the Board") and David Perra, PTA ("Respondent") agree to settle certain allegations of the allegations of professional misconduct now pending before the Board in accordance with the following terms and conditions:

1. The Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by physical therapist assistants who are its licensees pursuant to RSA 328-F: 23, I and RSA, 328-F: 24. The Board may dispose of any such allegations by settlement and without commencing or completing a disciplinary hearing pursuant to RSA 328-F:24, VI and Ahp 214.01.

2. The Board first granted Respondent a license to practice as a Physical Therapy Assistant in the State of New Hampshire on September 1, 1996. Respondent holds license number 0486.

3. On October 30, 2017, the Board received a complaint alleging that Respondent had breached professional boundaries by soliciting and distributing his personal wildlife photographs to a patient.

4. Respondent neither admits nor denies the allegations herein, but stipulates that if a disciplinary hearing were to take place, Hearing Counsel would present the following

information and evidence in support of proving that Respondent engaged in professional misconduct in violation of RSA 329-F:23, II by the following facts:

- A. Respondent was employed as a physical therapy assistant. His employer had a non-solicitation/distribution policy which read in part; “employees may not distribute materials of any kind for any purpose in working areas at any time, while the employee is on working time . . . or in immediate client care areas. This rule does not apply to materials distributed as part of an employee’s authorized job duties.”
- B. Outside of his capacity as a physical therapy assistant, Respondent takes wildlife photographs. He turns some of the photographs into greeting cards and sells them for profit. While providing treatment, Respondent would show patients the photographs he had taken. Respondent maintains that he used the photographs because they were an effective tool to help the patients pass the time. At some point, management had asked Respondent not to use his personal photographs at work.
- C. During a physical therapy session in the Fall of 2017, Respondent presented two of his photographs to an elderly patient (“Patient”) he remembered from his childhood. Patient felt obligated to pay Respondent for the photographs. In response to an inquiry from her, Respondent acknowledged that he does sell the photographs. Patient offered payment, which Respondent did not accept.
- D. In a follow-up visit with Patient, Respondent again brought his personal wildlife photographs to the appointment because the patient had enjoyed the photos in the

previous visit. Patient reported that she again felt obligated to purchase the photographs.

- E. Shortly thereafter, Respondent contacted Patient. Respondent maintains that he asked her about a PT visit and that Patient agreed to brief one because she had lunch plans. During the phone call, Patient informed Respondent that she would be going to a nearby restaurant to have lunch with a friend. Respondent initially went to Patient's residence, but when he discovered that she was not home he decided to go have lunch at the same restaurant that Patient was at. When Respondent saw Patient at the restaurant, she introduced him to her friend who had recently lost a loved one. Respondent then provided Patient's friend with one of his sympathy cards.
- F. While Patient reported that Respondent requested payment for the two cards he gave to her during a previous physical therapy session, Respondent maintains that they were a gift and that payment was never requested.
- G. Patient subsequently gave one of Respondent's co-workers an envelope for Respondent that contained a check for the two photographs he had given to her. The envelope was placed in Respondent's mailbox. Respondent noted that the amount of the check was greater than what the two photographs would have sold for.
- H. A complaint was filed against Respondent with his employer, and Patient requested that Respondent be removed as her physical therapy assistant.

Respondent maintains that he was not informed that Patient had made that request.

- I. Respondent subsequently went to Patient's apartment complex to return the check for the photographs. He initially tried to place the check in Patient's mailbox, but the mailbox was locked. Respondent rang Patient's residence, but she did not let him in. Respondent ultimately accessed the building, without Patient's permission, with the intent of leaving the check at her door. Once inside the building, Respondent saw Patient and handed the check to her. Patient reported feeling very uncomfortable with Respondent coming to her residence uninvited.

5. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct Respondent violated RSA 328-F:23, II (c) and Phy 501.03 through violating the Standards of Ethical Conduct for the Physical Therapist Assistant, Principle 4 and subparagraph 4B.

6. Respondent acknowledges that the Board's above findings provide sufficient grounds for the Board to impose disciplinary sanctions against his license to practice as a physical therapist assistant in the State of New Hampshire.

7. Respondent consents to the following disciplinary action by the Board pursuant to RSA 328-F: 23, IV:

- A. Respondent is assessed an ADMINISTRATIVE FINE in the amount of five hundred dollars (\$500) to be in full within sixty (60) days of the effective date of this agreement by making a payment in the form of a money order or bank check

made payable to "Treasurer, State of New Hampshire" and delivered to 121 South Fruit Street, Concord, New Hampshire 03301.

- B. Respondent is required to meaningfully participate in six (6) hours of continuing ethics education in the area of maintaining professional boundaries. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within three (3) months from the date the Board approves the pre-approved courses. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion. Prior to completing the required hours, Respondent shall submit three courses to the Board for preapproval. The Board will then review and accept one or all of the courses, as acceptable, to meet the requirements set forth in this paragraph.
- C. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of this Settlement Agreement to any current employer (or any person or entity Respondent provides services to on behalf of his employer) for whom Respondent performs services as a physical therapist assistant or work which requires specialized training in physical therapy or a physical therapy license, or which directly or indirectly involves patient care and to any agency or authority which licenses, certifies or credentials physical therapists assistant with which Respondent is presently affiliated.
- D. 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 (or any person or entity Respondent would provide services to on behalf of his

employer) to which Respondent may apply for work as a physical therapist assistant or for work in any capacity which requires physical therapy training, or license or directly or indirectly involves patient care and to any agency or authority that licenses, certifies or credentials physical therapist assistants 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 and a separate and sufficient basis for further disciplinary action.

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 the fact that discipline was imposed by this Settlement Agreement as a factor in determining appropriate discipline in the event that similar misconduct is proven against Respondent in the future. Any future discipline by the Board could include license suspension or revocation.

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 Settlement 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 the Board does not accept this Settlement Agreement.

16. Respondent certifies that he is not under the influence of any drugs or alcohol at the time he signs this agreement.

17. Respondent certifies that he has read this document entitled Settlement Agreement. Respondent understands that he has the right to a formal adjudicatory hearing concerning the matters stated herein 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 THE RESPONDENT

Date: 10/15/2018

David Perra, PTA
David Perra, PTA
Respondent

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

FOR THE BOARD/*

Date: October 17, 2018 Tina M Kelly
(Signature)

Tina M Kelly
(Print or Type Name)
Authorized Representative of the New
Hampshire Physical Therapy Governing
Board

/* Board Member(s), recused: Joseph V. Shanley, PTA