

**State of New Hampshire  
Occupational Therapy Governing Board  
Office of Allied Health Professionals  
Concord, New Hampshire**

In the Matter of:

**Nicholas M. Haidemenos, OTA**

**License No.: 656**

(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 Occupational Therapy, the New Hampshire Occupational Therapy Governing Board (“Board”) and Nicholas M. Haidemenos, OTA (“Mr. Haidemenos” or “Respondent”), holder of an Occupational Therapist Assistant (“OTA”) license issued 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. The Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by OTAs 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 an OTA in the State of New Hampshire on May 8, 2013. Respondent holds license number 656.
3. On September 1, 2015 the Board received information alleging that Respondent had manipulated his work’s computer system to show that treatment notes were

completed when they were not. The Board subsequently conducted an investigation of Respondent.

4. The investigation revealed and Respondent admits that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct, in violation of RSA 328-F:23, II by the following facts:

- A. Respondent started working for genesis Rehabilitation Services (“Genesis”) at the Mountain Ridge Facility in Franklin, NH on May 27, 2013.
- B. On or around February 11, 2015, respondent received a disciplinary action from Genesis regarding his recordkeeping and billing. Respondent was advised to inform his supervisor if he was unable to complete his daily notes.
- C. Sometime thereafter, Respondent began placing punctuation (a period “.”) in his daily treatment notes for some patients as a placeholder in the electronic record, with the intention of going back and completing the notes later. Entering punctuation in the electronic record’s treatment note fields caused the note to be listed as completed.
- D. In some instances, Respondent neglected to go back and enter the patient’s treatment notes in place of the punctuation. Between June and August of 2015, there were at least 75 instances where Respondent entered punctuation in patients’ electronic records in place of actual treatment notes.

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) & (j) and Occ 408.05 (d).
6. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as an OTA 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 \$500. Respondent shall pay this fine in full within thirty (30) days of the effective date of this 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 121 South Fruit Street, Concord, New Hampshire.
  - B. Respondent is required to meaningfully participate in eight (8) hours of continuing education, including four (4) hours in the area of recordkeeping, and four (4) hours in the area of ethics. Respondent must submit proof of completion of these hours to the Board within three (3) months of the effective date of this Settlement Agreement.
  - C. Within ten (10) days of the effective date of this *Settlement Agreement*, as defined further below, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as an OTA or work which requires specialized training in occupational therapy

or an OTA license, or which directly or indirectly involves patient care and to any agency or authority which licenses, certifies, or credentials OTAs with which respondent is presently affiliated.

- D. For a continuing period of one (1) year from the effective date of this *Settlement Agreement*, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as an OTA or for work which requires specialized training in occupational therapy or an OTA license, or which directly or indirectly involves patient care and to any agency or authority which licenses, certifies, or credentials OTAs 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. Additionally, the Board may consider the fact that discipline was imposed by this *Settlement Agreement* and Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
10. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.

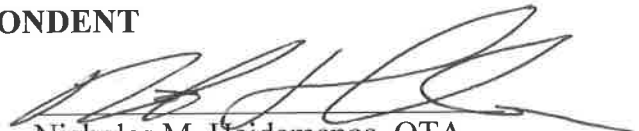
11. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
12. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the 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 this *Settlement Agreement* is not accepted by the Board.
16. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
17. 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 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, qualities and dimensions of these rights. The 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 a Final Order of the Board on the date it is signed by an authorized representative of the Board.

**FOR RESPONDENT**

Date: 2/22/17

  
Nicholas M. Haidemenos, OTA  
Respondent

**FOR THE BOARD**

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

**FOR THE BOARD/\***

Date: 3/20/17

Maris Wofsy OT  
(Signature)

\*/Board Member Recused:

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Maris Wofsy  
(Print or Type Name)  
Authorized Representative of the  
New Hampshire Occupational Therapy  
Governing Board