

Before the  
N.H. Board of Medicine  
Concord, N.H. 03301

Cornelius Donnelly, PT, I  
(Misconduct Allegations)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings, the New Hampshire Board of Medicine ("the Board") and Cornelius Donnelly, PT ("Mr. Donnelly" or "the Respondent"), agree to settle certain allegations of professional misconduct now pending before the Board in accordance with the following terms and conditions.

1) The parties stipulate that the Board has cause to institute a disciplinary proceeding against the Respondent pursuant to RSA 329:17, I and RSA 329:18-a, and that if such a proceeding were commenced, the allegations against the Respondent would be:

- A) That on or about August 29, 1995, the Respondent kissed K.M. ("Ms. M." or "the Complainant"), a patient under his care, on the top of the head on one occasion and put his arm around her and hugged her on one occasion; and
- B) That the above-described actions constitute unprofessional conduct within the meaning of RSA 329:17, VI(d) and RSA 328-A:9, III.

2) RSA 329:18-a, III authorizes the Board to settle allegations of professional misconduct without commencing or completing a disciplinary hearing.

3) The Respondent has cooperated with the Board in its investigation and, to the best of the Board's knowledge, is not currently committing any of the conduct alleged above.

4) The Respondent admits and acknowledges the allegations described in Paragraph 1(A) and that he is currently licensed to practice physical therapy in the State of New Hampshire.

5) The Respondent consents to the following action by the Board:

A) On the effective date of this agreement, the Respondent shall voluntarily surrender license number 1206 to practice physical therapy in the state of New Hampshire;

B) Beginning on the effective date of this Agreement, the Respondent shall engage the services of a psychotherapist for the purpose of treatment regarding the basis of the conduct which is the subject of Paragraph 1(A), above. After one year of such treatment, the Respondent may petition the Board for the removal or modification of this restriction with the understanding that no petition shall be granted without a thorough report and favorable recommendation from the treating therapist.

C) Beginning 60 days from the effective date of this Agreement, and for a period of at least 12 months thereafter, the Respondent's psychotherapist shall submit confidential quarterly reports to the Board detailing the Respondent's treatment plan, progress made, and any areas requiring further attention or treatment. The first such quarterly report shall also include a detailed evaluation/assessment by the therapist of the scope and nature of the issues to be addressed in therapy and the Respondent's acknowledgment and understanding of these issues and his willingness to participate in meaningful therapy.

D) The Respondent shall obtain continuing education in the areas of appropriate professional boundaries and professional boundary violations, and in ethical standards pertaining to physical therapists. This education shall consist of a minimum of fifteen hours in attendance at professional workshops, seminars, and lectures. This educational requirement shall be approved by the board and shall be completed within twelve (12) months of the effective date of this Agreement.

E) The Respondent shall not re-apply for licensure to practice physical therapy in New Hampshire for a period of no less than twelve (12) months from the effective date of this Agreement.

F) Upon relicensing, the Respondent may resume practice subject to the following license restriction:

- 1) The Respondent shall provide physical therapy services to or otherwise interact with patients only in the presence of a third person over the age of 21 years, who holds a high school diploma, who has read, and certifies in writing that he or she has read this Settlement Agreement, and who understands that he or she is expected to be present as a monitor or chaperone whenever the Respondent treats, examines, or speaks with a physical therapy patient.

- 2) The Respondent shall maintain a current file containing the written certifications of all persons who serve as monitors/chaperones under Paragraph 5(B)(1), above, which shall be available to representatives of the Board upon request and shall be submitted with any petition to modify or remove the restrictions of Paragraph 5(F).

- 3) The Respondent shall maintain and preserve a patient log in which he causes to be recorded the name, address, telephone number, sex and age of all persons treated by him, the date, time and duration of the treatment session or visit, and the name, address and telephone number of the chaperone who was present. This patient log shall be made available to representatives of the Board upon request, and shall be submitted with any petition to modify the restrictions established by

Paragraph 5(B) which the Respondent may elect to file with the Board.

4) The Respondent shall provide a copy of this Agreement to all physical therapists whom he may employ, and with whom he may be employed or otherwise affiliated;

5) The Respondent shall not petition the Board for the removal or modification of the restrictions in Items 1 through 4, above, for at least one year following his resumption of practice, and no such request shall be granted unless the Respondent clearly demonstrates that the relief requested would pose no threat to the public health or safety.

6) The Respondent shall make a good faith effort to ensure that all reports, records or other documents or data required by this Agreement are filed with the Board in a timely manner.

7) The Respondent shall be responsible for all costs associated with his compliance with the terms of this Settlement Agreement.

8) The Respondent's breach of any of the conditions of this Agreement shall be a separate basis for disciplinary action by the Board and a sufficient ground for the Board to issue a summary suspension order pursuant to RSA 329:18-b pending completion of further disciplinary proceedings.

9) Except as provided in Paragraph 8, above, this Agreement shall bar the commencement of disciplinary action by the Board based upon the misconduct allegations described in Paragraph 1(A); provided, however, that the Board may take appropriate action to enforce the terms of this Agreement; may consider the misconduct in Paragraph 1(A) above for the purpose of establishing a pattern of conduct in the event that similar allegations are brought against the Respondent in the future; and may consider the fact that

conditions were imposed by this Agreement in determining appropriate discipline in the event that other misconduct allegations are proven against the Respondent in the future.

10) This Agreement shall not limit any of the Respondent's businesses or restrict any other licenses issued by the State of New Hampshire or limit the practice of any physical therapists employed by or affiliated with the Respondent except insofar as they shall be presumed to be aware of the terms of this Agreement pursuant to Paragraph 5(F)(4).

11) This Agreement shall take effect on the date it is signed by the representative of the Board designated below.

WITNESS the following signatures in attestation of the parties' acceptance of the terms and conditions set forth in this Agreement.

FOR THE RESPONDENT

I, Cornelius Donnelly, PT, have reviewed the foregoing Settlement Agreement, and, of my own free will and without duress, and being knowledgeable of my right to legal representation, and also being knowledgeable of the consequences which may flow from this Settlement Agreement, hereby consent to foregoing Settlement Agreement, admit the validity thereof, and agree to its terms. Further, I knowingly and freely waive my right to further notice, opportunity for hearing, and substantial evidence, which have been settled by the terms of this Agreement.

Dated: 9/12 , 1997

  
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Cornelius Donnelly PT,  
Respondent

FOR THE BOARD

Dated: 9/30 , 1997

  
Administrative Assistant,  
N.H. Board of Medicine