

**State of New Hampshire
Physical Therapy Governing Board
Concord, New Hampshire 03301**

In the Matter of:
Michael P. Hogan, PT
No.: 3075
(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 Physical Therapy, the New Hampshire Allied Professionals, Physical Therapy Governing Board (“Board”) and Michael P. Hogan, PT, (“Mr. Hogan” or “Respondent”), a physical therapist 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 328-A; RSA 328-F:5, II; RSA 328-F:23, I; RSA 541-A; and New Hampshire Office of Licensed Allied Health Professionals Administrative Rule (“Ahp”) 203 and 209, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by physical therapists. Pursuant to RSA 328-F:24, VI; RSA 541-A; and Ahp 214, 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 Physical Therapy in the State of New Hampshire on September 21, 2005. Respondent holds license number 3075. Respondent practices physical therapy at Baker Valley Sports, 612 Tenney Mountain Road, Plymouth, New Hampshire.

3. On or about November 12, 2008, Respondent filed an application for renewal of his license. In his application, Respondent acknowledged having been the subject of a disciplinary action by the Virginia Board of Physical Therapy (“Virginia Board”).
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent’s disciplinary history with the Virginia Board.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that by virtue of the final order entered in the Virginia complaint, the Board is authorized to find that Respondent engaged in professional misconduct, in violation of NH RSA 328-F:23, II (g), by the following facts:
 - A. Respondent was issued a license to practice as a physical therapist in Virginia on October 11, 2001. The Virginia Board began an investigation into allegations that Respondent had an inappropriate personal relationship with a patient while employed at Sentara, located in Norfolk, Virginia. Sentara subsequently terminated Respondent based on this allegation.
 - B. The Virginia Board also investigated an allegation that Respondent falsified an employment application, in that he stated that he left Sentara for personal reasons when his employment had been terminated.
 - C. Following an April 27, 2007 hearing on these allegations, the Virginia Board issued an order finding that Respondent had engaged in an inappropriate personal relationship, constituting a violation of § 54.1-3480(A)(3) as defined by § 54.1-3483(10) of the Virginia Code.

- D. The Virginia Board also found that Respondent had falsified an application for employment. These findings constituted a violation of § 54.1-3480(A)(1) and § 54.1-3480(A)(3) as defined by § 54.1-3483(7) and (9) of the Virginia Code.
6. 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 (g).
7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose reciprocal disciplinary sanctions against Respondent's license to practice as a physical therapist in the State of New Hampshire.
8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 328-F:23, III.
- A. Respondent is REPRIMANDED.
- B. Respondent is required to meaningfully participate in a live program of continuing physical therapy education in the area of professional boundaries and ethics, for a total of twenty-four (24) credits. Conditional pre-approval for the 24 credit *Professional Boundaries* course has already been granted by the Board. Should Respondent select a different course, that course information must be submitted to the Board for pre-approval. These credits shall be in addition to the credits required by the Board for renewal of licensure and shall be completed within six (6) months from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion.

- C. Respondent shall bear all costs of complying with the terms of this *Settlement Agreement*, but he shall be permitted to share such costs with third parties.
 - D. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
 - E. 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 physical therapist and to any agency or authority which licenses, certifies or credentials physical therapists, with which Respondent is presently affiliated.
 - F. 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 physical therapist and to any agency or authority that licenses, certifies or credentials physicians, to which Respondent may apply for any such professional privileges or recognition.
9. 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.
10. 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 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 Order 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 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: 15 Oct 2009

Michael P. Hogan PT
Michael P. Hogan, PT
Respondent

Date: _____

Counsel for Respondent

*NH Physical Therapy Governing Board
In re Michael Hogan, PT
Settlement Agreement*

FOR THE BOARD/*

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

Date: October 21, 2009

Tina M. Kelley
(Signature)

Tina M. Kelley, Administrator
Authorized Representative of the
Board of Allied Health Professionals,
Physical Therapy Governing Board

/* Board members, recused:
Laurel Clute, PT