

SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement is made by the North Dakota State Board of Chiropractic Examiners (“Board”) and Dr. Timothy Corrigan (“Dr. Corrigan”) (License #1060).

II. RECITALS

A. The Board is authorized pursuant to North Dakota Century Code (N.D.C.C.) ch. 43-06 to license and regulate the profession of chiropractic.

B. Dr. Corrigan is license to practice chiropractic in North Dakota by the Board (License #1060).

C. Dr. Corrigan acknowledges he has been informed and understands he has the right to seek the advice of legal counsel in this matter.

D. Dr. Corrigan acknowledges he has been informed and understands he has the right to a hearing and appeal pursuant to N.D.C.C. ch. 43-06 and N.D.C.C. ch. 28-32 prior to any adverse action being taken against his license.

E. The Board is authorized by N.D.C.C. § 43-06-15 to revoke, suspend, or take other relevant action regarding the license of any chiropractor in the state who has committed a violation of the statute, rules, or code of ethics adopted by the Board.

F. N.D.C.C. § 43-06-15(1)(e) allows the Board to discipline a licensee who displays unprofessional conduct.

G. The Board sought additional information from Dr. Corrigan, as well as additional documentation relating to one of Dr. Corrigan’s patients.

H. Dr. Corrigan failed to respond to the Board’s request for additional information and documentation.

I. The Board believes that reasonable cause exists that Dr. Corrigan has displayed unprofessional conduct in exploitation of patients for financial gain, in violation of North Dakota Administrative Code (N.D. Admin. Code) §§ 17-03-01-01(1)(a); (1)(b); (1)(c); and (1)(d).

J. The Board further believes that reasonable cause exists that Dr. Corrigan has displayed unprofessional conduct in failing to maintain the chiropractic standard for a patient record and a billing record for each patient, in violation of N.D. Admin. Code § 17-03-01-01(3).

K. The Board further believes that reasonable cause exists that Dr. Corrigan has displayed unprofessional conduct in knowingly making or signing any false certificate or other document relating to the practice of chiropractic care which falsely represents the existence or nonexistence of a state of facts in violation of N.D. Admin. Code § 17-03-01-01(10).

L. The Board further believes that reasonable cause exists that Dr. Corrigan has displayed unprofessional conduct in willfully participating in any act of fraud or misrepresentation in violation of N.D. Admin. Code § 17-03-01-01(12).

M. The Board further believes that reasonable cause exists that Dr. Corrigan has violated the requirements of N.D.C.C. § 43-06-15(4) by failing to cooperate fully with an investigation by this Board.

N. The Board and Dr. Corrigan wish to resolve this matter without an administrative hearing.

III. AGREEMENT

The Board and Dr. Corrigan agree to resolve this matter as follows:

1. Dr. Corrigan waives his right to an administrative hearing and appeal.
2. Civil Penalty: Pursuant to N.D.C.C. § 43-06-15(8)(f)(2), Dr. Corrigan shall pay a civil penalty to the Board in the amount of \$500.00 per violation, for a total civil

penalty of \$4,000.00. This civil penalty must be paid to the Board within sixty (60) days of the date of execution of this Agreement.

3. Monitoring: Dr. Corrigan shall successfully complete two (2) ninety (90) day monitoring and review periods with KMC University at Dr. Corrigan's sole expense. Dr. Corrigan shall be responsible for contacting and scheduling the monitoring with KMC University directly. The reviews must meet the following criteria.
 - a. Each ninety (90) day monitoring and review period will include a review of ten (10) randomly selected patient charts. All of the reviewed charts will be charts where Dr. Corrigan provided treatment to the patient.
 - b. Each review will focus on:
 - i. Dr. Corrigan's chiropractic practice, including Dr. Corrigan's chiropractic treatment and charts to determine whether they comply with generally acceptable professional standards of practice and care, in particular:
 - a) Whether an appropriate examination was conducted to reach the diagnosis made for the patients;
 - b) Whether the protocol provided was appropriate as to the amount, frequency, and method to reflect the appropriate utilization of chiropractic treatment;
 - c) Whether the patient files are maintained in an appropriate and adequate manner;

- d) Whether Dr. Corrigan is practicing chiropractic in accordance with generally accepted standards of chiropractic practice;
 - e) Whether Dr. Corrigan is practicing chiropractic in compliance with applicable statutes, rules, and regulations; and
 - f) Whether Dr. Corrigan's billing is accurate and corresponds correctly to the levels of service provided.
- c. KMC University will provide a written report or evaluation to the Board and Dr. Corrigan after each review. Each report will identify and explain any concerns or deficiencies raised by the review. If the report or evaluation identifies concerns or deficiencies, the report will include remedial recommendations for the concerns or deficiencies.
- d. Within fifteen (15) days of being notified by KMC University of any concern or deficiency, Dr. Corrigan will provide to the Board and KMC University a written corrective action plan of how the concern or deficiency will be addressed and remedied. The corrective action plan will specify the dates by which corrective actions will be completed. Within sixty (60) days of being notified by KMC University of any concern or deficiency, Dr. Corrigan will demonstrate to KMC University and the Board that he has addressed and remedied the concern or deficiency.
- e. KMC University will give written notice to the Board and Dr. Corrigan if it determines Dr. Corrigan is not being cooperative with the reviews.

- f. KMC University's reviews under this Agreement conclude after two (2) ninety (90) day monitoring and review periods, or as provided herein. Although the reviews may discontinue after two (2) ninety (90) day monitoring and review periods, if any concern or deficiency is raised by KMC University in its last reviews, Dr. Corrigan must continue monitoring with KMC University as set forth above until such time as KMC University raises no concerns or deficiencies.
 - g. If KMC University sees no concerns or deficiencies prior to the end of the two (2) ninety (90) day periods, KMC University may notify the Board and the Board may terminate monitoring early, at its sole discretion.
 - h. Should Dr. Corrigan's license become suspended, revoked, or voluntarily relinquished under the terms of this Agreement, the monitoring will be suspended until such time as Dr. Corrigan's license is reinstated and shall continue as set forth above.
- 4. Successful completion of the jurisprudence examination within sixty (60) days of the date of execution of this Agreement.
- 5. Dr. Corrigan will comply with the law and rules governing the practice of chiropractic in any jurisdiction in which he may practice as a chiropractor.
- 6. A violation of this Settlement Agreement is a violation of N.D.C.C. § 43-06-15(1)(n) and grounds for disciplinary action. The Board shall determine, in its sole discretion and without a hearing or appeal, whether Dr. Corrigan has fulfilled the terms of this Settlement Agreement. If Dr. Corrigan fails to fulfill the terms of this Agreement, including compliance with and completion of the

monitoring, the Board may take further disciplinary action against his license, including suspension or revocation, without a hearing or appeal.

7. This and any subsequent disciplinary action will be reported in accordance with N.D.C.C. § 17-03-02-03.
8. No breach of any provision of this Settlement Agreement can be waived by an undersigned party unless in writing. Waiver of any one breach by an undersigned party shall not be deemed a waiver of any other breach of the same or any other settlement provision.
9. There are no covenants, promises, undertakings, or understandings other than as specifically set forth in this Settlement Agreement.
10. This Settlement Agreement shall be governed by the substantive laws of the State of North Dakota without regard to conflicts of law principles.
11. The undersigned parties represent and declare that in signing this document they rely solely upon their own judgment, belief, and knowledge and the advice and recommendation of their own independently selected counsel if any, concerning the nature, extent, and duration of their rights and claims, and that they have not been influenced to any extent whatsoever in signing this document by representations or statements, except those referred to or contained in this document.

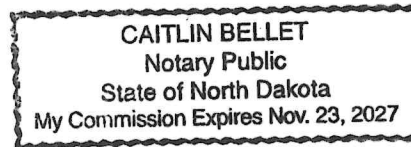
Dated this 13 day of June, 2024.


Dr. Timothy Corrigan

STATE OF North Dakota)
COUNTY OF ward) ss.

This record was acknowledged before me on
this 13 day of June, 2024 by Dr. Timothy Corrigan.


Notary Public



Dated this 18 day of June, 2024.

NORTH DAKOTA STATE BOARD OF
CHIROPRACTIC EXAMINERS

By: 
Dr. Sheri Ten Broek, President