

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

In the Matter of  
Lisa Wheldon, DPT  
License No. 3628  
(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 Office of Allied Health Professionals, Physical Therapy Governing Board ("Board") and Lisa Wheldon, DPT ("Ms. Wheldon" 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-F:5, II, RSA 328-F:23, I, and 328-F:24, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by licensed physical therapists. Pursuant to RSA 328-F:24, VI, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted the Respondent a license to practice physical therapy in the State of New Hampshire in June of 2011. The Respondent holds license number 3628. The Respondent currently practices as a physical therapist at Hampton Physical Therapy of Seabrook, New Hampshire ("HPT") where she has worked since September of 2011.

3. In March of 2013, the Board received information that the Respondent allegedly had an inappropriate personal relationship with an existing patient. In response to receiving that information, the Board conducted an investigation and obtained evidence from numerous sources.
4. The Respondent neither admits nor denies the allegations herein but stipulates that if a disciplinary hearing was held in this matter, the following information and evidence would be presented in support of proving professional misconduct under RSA 328-F:23, II:
  - A. In August of 2012, the Respondent, age 26, became the primary physical therapist for Patient A, a 34 year-old male, who had multiple conditions requiring therapy as the result of a significant accident. Between August 16, 2012 and November 16, 2012, the Respondent provided therapy related to Patient A's wrist.
  - B. The Respondent and Patient A were members of the same fitness club, which was located in the same building as HPT. Between August and November of 2012, the Respondent and Patient A would socialize at the fitness club when exercising at the same time.
  - C. On November 27, 2012, Patient A began therapy with the Respondent for his ankle. Patient A's ankle therapy was held in abeyance pending completion of his wrist therapy. Between November 27, 2012 and February 14, 2013, the Respondent conducted eleven (11) therapy sessions with Patient A related to his ankle. Patient A was discharged from care for his ankle on February 28, 2013.

- D. In early January of 2013, while Patient A was the Respondent's patient, he asked her on a date while they were exercising at the fitness club. The Respondent accepted. Between early January of 2013 and Patient A's last treatment on February 14, the Respondent and Patient A went on approximately eight (8) dates.
- E. The Respondent and Patient A continued dating after he was discharged from care. The Respondent ended their relationship in March of 2013, when she discovered that Patient A was living with his wife, contrary to his claim that he was separated.
- F. Between January and March of 2013, the Respondent and Patient A's romantic relationship included hugging and kissing but not sexual relations.
- G. The Respondent claimed during the Board investigation that she was not aware of the governing ethical prohibition against romantic relationships with patients.
5. The Board finds from the evidence described above that the Respondent violated the ethical standards adopted by the Board and, as a result, engaged in professional misconduct in violation of RSA 328:F-23, II(c). Specifically, the Respondent's romantic relationship with Patient A violated Principle #4 of the APTA Code of Ethics, as interpreted by the APTA Ethics and Judicial Committee, which prohibits romantic relationships with patients. Pursuant to Physical Therapy Administrative Rule ("Phy") 501.01(b) and 501.02, the

Respondent was required to comply with Principle #4 of the APTA Code of Ethics.

6. The Respondent acknowledges that the Board's above findings provide sufficient grounds for the Board to impose disciplinary sanctions against her license to practice as a physical therapist in the State of New Hampshire.
7. The Respondent consents to the Board imposing the following discipline under RSA 328-F:23, IV:
  - A. The Respondent is Reprimanded;
  - B. The Respondent is assessed an Administrative Fine in the amount of \$250. The Respondent shall pay this fine in full within ninety (90) days from the effective date of this *Settlement Agreement*, as defined further below, by delivering a money order or bank check, made payable to "Treasurer, State of New Hampshire," to the Office of Allied Health Professionals located at 121 South Fruit Street, Concord, New Hampshire 03301;
  - C. The Respondent is required to meaningfully participate in a live eight (8) hour ethics continuing education program. These hours shall be in addition to the hours 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, the Respondent shall provide the Board with written proof of completion. The program chosen by the Respondent shall be pre-approved by the Board; however, the Board hereby designates the **ProBe**

**Professional/Problem-Based Ethics** course and the “**Professional Boundaries & Boundary Violations: A Primer – Physical Therapist Edition,**” course produced by Professional Boundaries, Inc. to be approved programs in the event that the Respondent selects one of these particular courses;

- D. The Respondent shall take the Board’s Jurisprudence Examination that is required for physical therapist license applicants under Phy 303.07. It shall be the Respondent’s obligation to contact Board staff to make the necessary arrangements to take the examination. The Respondent shall successfully complete exam within ninety (90) days from the effective date of this *Settlement Agreement*;
- E. Within ten (10) days from the effective date of this *Settlement Agreement*, the Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom the Respondent performs services as a physical therapist and to any agency or authority which licenses, certifies or credentials physical therapists, with which the Respondent is presently affiliated.
- F. For a continuing period of one (1) year from the effective date of this *Settlement Agreement*, the Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which the Respondent may apply for work as a physical therapist or for work in any capacity which requires a degree in physical therapy and/or license to practice physical therapy, and to any agency or authority that licenses, certifies or

credentials physical therapists, to which the Respondent may apply for any professional privileges or recognition.

- G. The 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.
8. 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 should any further misconduct be proven against the Respondent in the future.
9. This *Settlement Agreement* shall become a permanent part of the Respondent's file and maintained by the Board as a public document.
10. The Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
11. The Board agrees that in return for the Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
12. The Respondent understands that her action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.

13. The Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this *Settlement Agreement*.
14. The 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. The Respondent specifically waives any claim that any disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced her right to a fair and impartial hearing in the future, in the event this *Settlement Agreement* is not accepted by the Board.
15. The Respondent certifies that she is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
16. The Respondent certifies that she has read this document titled *Settlement Agreement*. The Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, and to seek judicial review of a final Board decision. Further, the Respondent fully understands the nature, qualities and dimensions of these rights. The Respondent understands that by signing this *Settlement Agreement*, she waives these rights as they pertain to the misconduct described herein.

17. This 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: 6/6/14

Lisa Wheldon DPT  
Lisa Wheldon, DPT  
Respondent

Date: 6/6/14

Elaine M. Michaud  
Elaine M. Michaud, Esquire  
Counsel for the Respondent

**FOR THE BOARD/\***

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

Date: July 1, 2014

Tina M Kelley  
(Signature)

TINA M Kelley  
(Print or Type Name)  
Authorized Representative of the  
Physical Therapy Governing Board

\*Board Members not participating:

Ronald Fuller, PTA