

**State of New Hampshire
Board of Medicine
Concord, New Hampshire 03301**

In the Matter of:
Randy K. Hawkins, M.D.
No.: 13157
(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 medicine, the New Hampshire Board of Medicine (“Board”) and Randy K. Hawkins, M.D. (“Dr. Hawkins” or “Respondent”), a physician 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 329:17, I, 329:18 and 329:18-a, and Medical Administrative Rule (“Med”) 206 and 210, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by physicians. Pursuant to RSA 329:18-a, III, 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 medicine in the State of New Hampshire on July 5, 2006. Respondent holds license number 13157. During the relevant time period, Respondent had been practicing as an anesthesiologist at Southern New Hampshire Medical Center.
3. On or about October 13, 2009, the Board received an anonymous complaint alleging that Respondent had had an intimate relationship with a nurse, which disrupted the work environment.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's relationship with this nurse.
5. Respondent neither admits nor denies the allegations herein, but stipulates that if a disciplinary hearing were to take place, Hearing Counsel would present evidence upon which the Board could conclude that Respondent engaged in professional misconduct, in violation of RSA 329:17, VI (d) and Med 501.02 (b), by the following facts:
 - A. Respondent began working as an anesthesiologist with Nashua Anesthesiology Partners ("NAP") in 2006. NAP provides anesthesiology services to Southern New Hampshire Medical Center. During 2007, Respondent became close to a nurse that he worked with on a regular basis.
 - B. Nurse A was scheduled for a cesarean section in October of 2007. She asked Respondent to perform the anesthesia for this procedure. Respondent did provide the anesthesia for Nurse A's procedure. Respondent did not provide any other medical care for Nurse A.
 - C. Respondent and this nurse became romantically involved in late 2007. Nurse A has indicated that her relationship with the Respondent would have occurred whether or not he performed anesthesiology services and the provision of anesthesiology services did not influence their relationship. The relationship became intimate in 2008. Following this event, Respondent and Nurse A began texting each other multiple times a day. Respondent was using a phone that NAP had provided to him for professional use.
 - D. It has been alleged that this relationship created an awkward environment for co-workers.

- E. On September 25, 2008, Respondent texted Nurse A twice from the operating room, although there were no concerns of compromise to patient care.
- F. When Respondent's relationship with Nurse A was ending, Nurse A became distraught and reported their relationship to her supervisor.
- G. When Respondent was confronted by his partners about allegations of his relationship with Nurse A, he initially denied them.
- H. Following the anonymous complaint, Respondent was referred to the New Hampshire Professional Health Program. Sally Garhart, MD is the director of this program.
- I. When Dr. Garhart questioned Respondent about his relationship with Nurse A, he initially denied that it was sexual in nature.
- J. During an assessment at the Acumen Institute, Respondent was asked about his relationship with Nurse A. The Acumen Report, dated February 5, 2010, states that Respondent "reports having an on-going affair with . . . [Nurse A] . . . that extends back at least two years. He claims their relationship was emotionally intimate until February 2009, when they became sexually involved as well". This information is inaccurate, as Respondent has reported that the relationship became sexual in 2008.
- K. During the course of the Board investigation, Respondent was asked about his first sexual contact with Nurse A. There is evidence in the record that Respondent provided inaccurate information about the location of this first sexual contact, although Nurse A also provided conflicting information on this point

6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 329:17, VI, (d) and Med 501.02 (b).
7. Respondent acknowledges that this conduct may constitute grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a physician in the State of New Hampshire, pursuant to RSA 329:17, VI.
8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 329:17, VII:
 - A. Respondent is REPRIMANDED.
 - B. Respondent is required to meaningfully participate in a program of continuing medical education in the areas of professional boundaries, for a total of twenty-four (24) credits. These credits shall be in addition to the credits required by the Board for renewal of licensure and shall be completed within one (1) year 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. Respondent's completed 2010 continuing education credits from the May 14-16, 2010 *Professional Boundary Problems: Addressing Underlying Causes, Treatment and Prevention* course may be used to fulfill this requirement.
 - C. Respondent is required to meaningfully participate in the NHPHP and is to follow all recommendations of the Director of the NHPHP or her designee. Respondent shall abide by all terms and conditions of his March 3, 2010 contract with the

NHPHP, and any violation of that contract shall be considered grounds for discipline under this *Settlement Agreement*.

- D. Respondent is assessed an ADMINISTRATIVE FINE in the amount of \$10,000. \$5,000 of this fine amount shall be suspended for one (1) year, provided that Respondent complies with the terms of this Settlement Agreement. Respondent shall pay this fine in ten (10) monthly installments of \$500. The first \$500 payment shall be paid 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 2 Industrial Park Drive, Suite 8, Concord, New Hampshire. The nine (9) remaining payments shall be made every 30 days, by the first of the month, until the fine is paid in full.
- E. Respondent shall bear all costs of the treatment, evaluation, and reporting required by this Settlement Agreement, but he shall be permitted to share such costs with third parties.
- F. 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 physician which requires a medical degree and/or medical license or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials physicians, with which Respondent is presently affiliated.
- G. 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

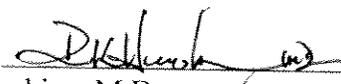
which Respondent may apply for work as a physician or for work in any capacity which requires a medical degree and/or medical license or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials physicians, to which Respondent may apply for any 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 329:17, VI (d), 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.

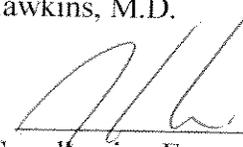
FOR RESPONDENT

Date: 10.25.2010



Randy K. Hawkins, M.D.
Respondent

Date: 10/25/10

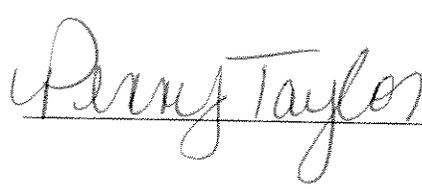


Donald C. Crandfemire, Esq.
Counsel for Respondent

FOR THE BOARD/*

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

Date: 11/17/2010



(Signature)

PENNY TAYLOR

(Print or Type Name)

Authorized Representative of the
New Hampshire Board of Medicine

/* Board members, recused:
Amy Feitelson, MD