

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

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BOARD

In the Matter of:
Khalil Shahin, MD
No.: 12819
(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 Khalil Shahin, MD (“Dr. Shahin” 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; RSA 329:18; RSA 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 6, 2005. Respondent holds license number 12819. Respondent practices family medicine at Elliot Family Medicine at New Boston, located at 52 High Street, New Boston, NH 03070.
3. In July of 2008, the Board received notice from the Hillsborough County Superior Court that a Writ was filed relating to the care Respondent provided to patient SA.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's alleged failure to appropriately diagnose and treat patient SA's coronary artery disease.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would introduce evidence of the following:
 - A. Following a telephone call from the patient on January 31, 2008 in which the patient complained of chest pain, Respondent treated patient SA on February 7, 2008. On January 31st, the patient had been told to go to the emergency room and take an aspirin but he did not do so because he did not consider his symptoms to be cardiac-related and he thought that Dr. Shahin's office was over-reacting. On February 7, 2008, patient SA reported having symptoms of substernal chest pain 7-10 days prior that radiated to his neck and jaw and lasted approximately two minutes in duration. He reported that this pain was associated with shortness of breath on exertion. Patient SA's blood pressure reading was recorded as 180/120. His heart rate was recorded at 90 beats per minute. He had no symptoms at the time and strongly preferred an out-patient work-up. A stress-echo was ordered. The patient was advised to report to the emergency department immediately if his symptoms recurred.
 - B. The medical record documented the most recent ECG was performed on October 26, 2007.
 - C. The medical record documented that at past office visits patient SA exhibited elevated blood pressure. On September 16, 2007, his blood pressure was

recorded as 160/100. On October 26, 2007 patient SA's blood pressure was recorded as 180/120. The medical record listed patient SA as having a history of hypertension, but also listed "negative" for "coronary risk factors." The record did not document a plan to treat hypertension.

- D. The record also documented that Respondent prescribed Diclofenac for patient SA. This medication can exacerbate symptoms of hypertension in some patients.
 - E. Respondent had previously discussed the patient's hypertension on at least two occasions and the patient felt that his blood pressure was elevated only when seeing doctors ("white coat syndrome"). The patient refused medication and a DASH diet was recommended. Respondent failed to adequately document in the medical record any discussion with patient SA relating to a plan for either a medication based or a dietary approach, (DASH), to controlling patient SA's hypertension.
 - F. When Respondent saw patient SA on February 7, 2008, he ordered a stress-echo for the patient, but documented no treatment to address patient SA's hypertension.
 - G. On February 9, 2008, patient SA reported to St. Joseph Hospital with anterior chest pain while at rest. An ECG taken showed evidence of an anterolateral infarction involving the anterior wall.
6. Respondent neither admits nor denies the evidence recited above.

7. The Board finds that the Respondent committed the above conduct and that such violates RSA 329:17, VI (d) and Med 501.02 (e). Respondent neither admits nor denies any of the facts set forth in paragraph 5 above. Nothing herein shall be construed as Respondent's admission to any violation of RSA 329, the Medical Administrative Rules or the American Medical Association Code of Medical Ethics , in this or any other proceeding.
8. While neither admitting nor denying the evidence described above, Respondent waives the right to contest the above issues and consents to the Board imposing the following discipline, pursuant to RSA 329:17, VII. It is agreed that this Settlement Agreement shall be treated in any other proceedings in the same manner as a plea of nolo contendere.
 - A. Respondent is REPRIMANDED.
 - B. Respondent is required to meaningfully participate in a program of four (4) continuing medical education credits offered by the American Academy of Family Practice, or another association in Respondent's area of expertise, in the areas of diagnosis and treatment of coronary artery disease. These hours shall be in addition to the hours 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.
 - C. Respondent is assessed an ADMINISTRATIVE FINE in the amount of fifteen hundred dollars (\$1500.00). Respondent shall pay this fine in two installments

of seven hundred fifty dollars (\$750.00) each. The first payment shall be due within thirty (30) days of the effective date of this agreement. The second payment shall be due within thirty (30) days of the first payment. All payments shall be made in the form of a money order or bank check made payable to "Treasurer, State of New Hampshire" and delivered to the Board's office at 2 Industrial Park Drive, Suite 8, Concord, New Hampshire.

- 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 physician or work 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.
- 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 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 conduct described above. However, the Board may consider this conduct 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 conduct 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 conduct 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: 9/24/09


Khalil Shahin, MD

Respondent

Date: 9.29.09


Thelma Wray

Counsel for Respondent

FOR THE BOARD/*

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

Date: 10/13/09


(Signature)

PENNY TAYLOR
(Print or Type Name)

Authorized Representative of the
New Hampshire Board of Medicine

/* Board members, recused:
Amy Feitelson, M.D.
Robert Cervenka, M.D.