

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

In the Matter of:
Malcolm Beaudett, M.D.
No.: 7246
(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 Malcolm Beaudett, M.D. ("Dr. Beaudett" 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 December 5, 1985. Respondent holds license number 7246. Respondent practices medicine at Portsmouth Regional Hospital.
3. On or about August 12, 2010, the Board received a complaint from Patient A alleging that Respondent committed a number of boundary violations within his therapeutic relationship with Patient A which caused Patient A harm.
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's treatment of Patient A.
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), Med 501.02 (h) and the American Medical Association ("AMA") Code of Ethics 10.015 by the following facts:
 - A. Patient A initiated therapy with Respondent in 2007. Prior to commencing therapy, she wrote Respondent a detailed letter asking for help in dealing with her erotic fantasies about an unobtainable male. She indicated that she had a history of falling for unobtainable men. In this letter, Patient A also informed Respondent that she has never met a man that she could not seduce and she noted that because she is very perceptive, it would take her no time at all to discover the particular ways in which she might appeal to Respondent. Patient A indicated that she would attempt to seduce Respondent during the course of therapy.

- B. Several weeks into therapy, Patient A asked Respondent if they could have a personal relationship if she transferred therapy to another practitioner. Respondent answered negatively. Patient A pressed for additional meetings and contact with Respondent, outside of the psychotherapy sessions.
 - C. Shortly after the commencement of therapy, Respondent allowed frequent telephone and e-mail contact with Patient A outside the therapeutic relationship. Despite Patient A's repeated requests for a sexual relationship, Respondent failed to engage in adequate consultation to discuss Patient A's treatment. Respondent never asked for nor engaged in a sexual relationship with Patient A.
 - D. Respondent failed to maintain appropriate boundaries with Patient A. He engaged in numerous inappropriate communications with Patient A, which touched on his sexual feelings toward Patient A and on his own internal state. These communications occurred outside the therapeutic setting and conveyed the idea to Patient A that there was a prospect of an intimate sexual relationship.
 - E. Respondent was unable to fulfill his ethical obligation to place patients' welfare above his own self-interest. In an e-mail to Patient A he states his concern that his needs get lost when they meet. When Respondent was asked by a colleague why he continued to meet with Patient A, he reported "that her intellectual and creative conversation was appealing."
6. The Board could find that Respondent committed the acts as described above and could conclude that, by engaging in such conduct, Respondent violated RSA 329:17, VI (d), Med 501.02 (h) and the AMA Code of Ethics 10.015.
7. Respondent acknowledges that this conduct could constitute grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a physician in the State of New Hampshire.
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 complete the Case Western Reserve School of Medicine Continuing Medical Education Program in Medical Ethics, Boundaries, and Professionalism or its equivalent if pre-approved by the Board. 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*. Respondent's completed 2011 continuing education credits from the September 1-2, 2011 *Medical Ethics, Boundaries and Professionalism* course shall fulfill this requirement.
 - C. Respondent is assessed an ADMINISTRATIVE FINE in the amount of \$2,000. Respondent shall pay this fine in full within thirty (30) days of 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 Board's office at 2 Industrial Park Drive, Suite 8, Concord, New Hampshire.

- D. 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.
 - E. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
 - 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 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.
 - 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: 9/23/11

Malcolm Beaudett, M.D.
Respondent

Date: 9/26/11

Peter Meyer, Esq.
Counsel for Respondent

FOR THE BOARD/*

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

Date: 10/18/11

Sharon Canney
(Signature)

Sharon Canney
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Medicine

/* Board members, recused:

