

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

In the Matter of:
Romuald N. Sluyters, M.D.
(Misconduct Allegations)

ORDER LIFTING SUSPENSION OF LICENSE

On December 3, 2008 at the monthly meeting of the New Hampshire Board of Medicine ("Board"), the Board heard oral comments from Romuald N. Sluyters, MD ("Dr. Sluyters") and Sally Garhart, MD, Director of the New Hampshire Professionals Health Program ("NHPHP"), regarding Dr. Sluyters' request to lift the license suspension imposed by the Settlement Agreement issued by the Board on November 3, 2006. Having listened to the testimony, and having considered the written submissions of the NH Attorney General's Administrative Prosecutions Unit ("APU") as well as all relevant documentation provided by Dr. Sluyters, Dr. Garhart and APU since the issuance of the Settlement Agreement, the Board finds that Dr. Sluyters is in compliance with all terms of his Settlement Agreement and that the request to lift the suspension is filed in a timely fashion.

The Board orders that the license suspension imposed effective July 7, 2005, by the terms of paragraph 7B of the Settlement Agreement issued on November 3, 2006, is lifted. All other terms of the Settlement Agreement which have not already been successfully fulfilled, and all requirements relating to Dr. Sluyters' NHPHP contract as set forth in paragraph 7F, and all reporting requirements set forth in paragraph 7L remain in full force and effect. *See* Settlement Agreement issued November 3, 2006, **Attachment A**.

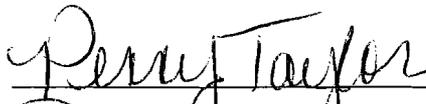
The license suspension is lifted upon the following terms and conditions:

1. Dr. Sluyters has stated his intention, upon receipt of this Order, to seek employment at which he will perform services as a physician or perform other work which requires a medical license. Within ten (10) days of securing such employment, Dr. Sluyters shall provide the Board with the name, address and contact information for his place of employment.
2. Within ten (10) days of securing such employment, Dr. Sluyters shall arrange for the services of a suitably qualified mentor/supervisor who will mentor and/or supervise Dr. Sluyters's return to the practice of medicine ("physician mentor").
3. Within ten (10) days of securing such employment Dr. Sluyters shall provide the Board with a letter of agreement between Dr. Sluyters and the physician mentor outlining the nature of the mentor/supervisory relationship. The letter of agreement shall include the name, address and other relevant contact information for a physician mentor, and shall also provide the credentials, curriculum vitae and licensing information of the physician mentor.
4. The physician mentor shall provide Dr. Sluyters with clinical supervision for a period of approximately twelve (12) months commencing immediately upon Dr. Sluyters' return to the practice of medicine. The duration of the twelve (12) month period of clinical supervision shall be calculated by the Board as of

the date of the first Board meeting following the Board's receipt of the letter of agreement.

5. Clinical supervision shall include but not be limited to assistance or supervision during surgical procedures, for as long as the physician mentor determines is needed. Clinical supervision shall be documented by the physician mentor and a quarterly report discussing Dr. Sluyters' practice performance shall be provided to the Board. The first quarterly report shall be due to the Board within 90 days of the date upon which the Board receives the letter of agreement.
6. The clinical supervision shall be required for a minimum of six months and may terminate prior to twelve months upon the recommendation of the physician mentor and further order by the Board.
7. Dr. Sluyters shall remain in good standing with the NH PHP and shall comply with all remaining unfulfilled terms of the Settlement Agreement.

*So ordered by the NH Board of Medicine on the seventh day of January, 2009.



PENNY TAYLOR

[Print Name]
Authorized Signature for the
NH Board of Medicine

*Board members recused are Robert Cervenka, M.D. and Brian Stern, Public Member.

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

In the Matter of:
Romuald N. Sluyters, M.D.
No.: 11206
(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 Romuald N. Sluyters, M.D. (“Dr. Sluyters” 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 March 7, 2001. Respondent holds license number 11206. Until July 7, 2005, Respondent maintained a practice in orthopedic surgery at New Hampshire Orthopaedic Surgery, P.A. located at 700 Lake Avenue, Manchester, New Hampshire 03103.
3. In March of 2005, the Board received information from Patient A’s husband that Respondent was engaged in a consensual sexual relationship with Patient A. The Board initiated an investigation and on July 7, 2005, issued an Order of Emergency Suspension

and Notice of Hearing to Respondent pursuant to RSA 329:18-b and Med 503.01. Respondent waived his right to a hearing within ten days as provided by RSA 318-b; RSA 541-A and Med 503.01, and his license to practice medicine has been suspended since that date.

4. If a disciplinary hearing were to take place, Hearing Counsel would present evidence that Respondent engaged in professional misconduct, in violation of RSA 329:17, VI (d); Med 501.02 (h); American Medical Association (“AMA”) Principles of Medical Ethics VIII; and AMA Opinions on Practice Matters 8.14, by the following facts:

- A. On or between June of 2003 and December of 2004, Respondent treated Patient A for a medical condition relating to her back. Respondent’s treatment of Patient A included office visits, surgery on Patient A’s back and the prescribing of medication for pain management related to back pain.
- B. During the time period that Respondent was treating Patient A, the two engaged in a consensual romantic relationship.
- C. On February 22, 2005, Respondent completed a Patient Status Form excusing Patient A from work for an inaccurate medical reason.
- D. On or between February 21, 2005 and April of 2005, Respondent and Patient A engaged in a consensual sexual relationship.
- E. On or between January of 2005 and April of 2005, Respondent continued to prescribe pain medication for Patient A without maintaining adequate treatment records documenting the writing of the prescriptions.

5. Respondent neither admits nor denies the facts set forth in paragraph 4 above.

6. The Board finds by a preponderance of the evidence that Respondent committed the acts described above and concludes that by engaging in such conduct, Respondent violated RSA 329:17, VI (d); Med 501.02 (h); American Medical Association (“AMA”) Principles of Medical Ethics VIII; and AMA Opinions on Practice Matters 8.14.
7. Respondent acknowledges that the Board has made findings as set forth in paragraph 6 above and consents to the Board imposing the following discipline, pursuant to RSA 329:17, VII:
 - A. Respondent is REPRIMANDED.
 - B. Respondent’s license is SUSPENDED for a period of five (5) years. Should Respondent meet the requirements outlined below, he may petition the Board to consider reinstating his license after three (3) years of the suspension have been served. The five-year period of suspension commenced as of July 7, 2005, the date on which the Board issued the Emergency Suspension of Respondent’s license.
 - C. Respondent has attended and completed the multidisciplinary assessment and treatment program at the Professional Renewal Center (“PRC”) in Lawrence, Kansas. Respondent shall meaningfully participate in such care and treatment as may be recommended by the PRC.
 - D. Respondent shall provide the Board with a copy of the PRC’s recommendations for Respondent’s follow-up care. The recommendations shall be sealed by the Board and remain confidential.
 - E. Respondent shall contract with the New Hampshire Physician Health Program (“NH PHP”) for a period of five (5) years. He shall participate meaningfully and

follow any recommendations for treatment of follow up counseling recommended by the Director of the NH PHP or her designee.

- F. Respondent shall abide by all terms and conditions of his NH PHP contract. Any violation of the terms and conditions of the NH PHP contract shall be evidence of a violation of the terms of this *Settlement Agreement*.
- G. Respondent is required to maintain the required number of yearly continuing medical education hours during the period of his suspension. In addition, Respondent must meaningfully participate in at least eight (8) hours of medical ethics and at least eight (8) hours in prescribing practice of pain patients during the twelve (12) months following the Board's acceptance of this *Settlement Agreement*. Those sixteen (16) hours shall be in addition to the hours required by the Board for renewal of licensure. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion.
- H. Respondent is assessed an ADMINISTRATIVE FINE in the amount of one thousand five hundred dollars (\$1,500.00). Respondent shall pay this fine in three (3) equal installments of five hundred dollars (\$500.00) each, 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. Payment of the fine shall be completed prior to the Board's consideration of Respondent's request for reinstatement.
- I. Respondent shall bear all costs of the evaluation, treatment, education and reporting required by this *Settlement Agreement*, but he shall be permitted to share such costs with third parties.

- J. The Board may consider Respondent's compliance with the terms and conditions herein and with the recommendations of the treating mental health professional in any subsequent proceeding before the Board regarding Respondent's license.
 - K. 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 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.
 - L. For a continuing period of five (5) years 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 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.
8. 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.
9. 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

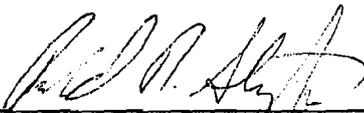
as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.

10. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.

17. 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.
18. 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: Oct. 16, 2006



Romuald N. Sluyters, M.D.
Respondent

Date: Oct 17, 2006



Cathy Green, Esq.
Counsel for Respondent

FOR THE BOARD/*

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

Date: 11/3/06

Penny Taylor
(Signature)

PENNY TAYLOR
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Medicine

/* Recused Board members not participating:
Kevin Costin, P.A.
Brian Stern, Public Member