

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

In the Matter of:
Robin A. Hallquist, M.D.
License No.: 11044
(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 Robin A. Hallquist, M.D. (“Dr. Hallquist” 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 September 6, 2000. Respondent holds license number 11044. Respondent practices family medicine in Twin Mountain, New Hampshire.
3. On or about September 25, 2013, the Board received information about an allegation that Respondent was involved in an incident on July 13, 2010, involving iritis caused by laser treatment on a patient referred to as RG.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's treatment of RG.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct, in violation of RSA 329:17, VI (c), by the following facts:
 - A. RG is a minor female patient who treated with Respondent on four occasions in 2010 for laser eyebrow hair removal.
 - B. Respondent's consent form for RG did not mention any potential complications related to eye injuries.
 - C. RG's first three hair removal visits with Respondent were uneventful. The office notes for these visits indicate that protective eye goggles were worn by RG.
 - D. On July 13, 2010, RG had her fourth hair removal visit with Respondent. It was during this visit that RG requested that more hair be removed below her brows. Respondent normally does not remove hair from this region because of the risk of iritis and harm to the optic nerve. However, Respondent thought that the risk of harm would be decreased due to RG having a very large supraorbital ridge, which is the area between the eye and the eyebrow.
 - E. Respondent attempted to protect RG's eyes with several layers of a white towel (instead of the metal goggles that she usually uses) because she believed that the laser does not penetrate white materials as readily. "Goggles" was checked off for this fourth treatment session.

- F. After the last laser treatment of the sub-brow region on July 13, 2010, RG reported eye pain, light sensitivity, and redness of both eyes. An ophthalmologist who evaluated RG noted bilateral irregular pupils, conjunctival injection and iritis all greater in the left eye. RG had additional complaints of slow refocusing when going from a dimly lit room to a brighter room, glare and intermittent blurring of vision when reading.
- G. By the time of RG's last eye exam on September 17, 2012, all her eye complaints had resolved and she had normal eye pressure, no signs of iritis and visual acuity of 20/15 in each eye.
- H. In its Clinical In-Service Training from March 24, 2010, the manufacturer of the laser used on RG warned against severe retinal injury that can be caused by the laser beam. Accordingly, the manufacturer noted that patients must wear opaque or metal eye goggles when the face is being treated. The manufacturer further cautioned, "do not treat within bony orbit of eye" and "do not treat eyebrows or eyelashes."
6. The Board finds that Respondent committed the acts as described above and concludes that, by not following the recommended safety measures for laser hair removal, Respondent violated RSA 329:17, VI (c).
7. Respondent acknowledges that this conduct constitutes 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 assessed an ADMINISTRATIVE FINE in the amount of \$1,000. 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 121 Fruit Street, Suite 301, Concord, New Hampshire 03301-2412.
 - C. Respondent is required to meaningfully participate in a CLINICAL IN-SERVICE TRAINING on laser safety precautions. This Clinical In-Service Training shall be completed within three (3) months from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing this Clinical In-Service Training, Respondent shall notify the Board and provide written proof of completion. Respondent is also required to comply with recommended safety measures for laser hair removal that are outlined in the Clinical In-Service Training that she participates in.
 - D. Respondent is subject to the following PRACTICE RESTRICTIONS for as long as she is licensed by this Board and providing laser treatments:
 - 1. Respondent must always use appropriate protective goggles on her patients who are undergoing laser facial hair removal and other

- laser procedures in addition to instructing the patients to keep their eyes closed.
2. Respondent must not perform laser treatments inside the bony orbital rim of any patient.
 3. Respondent must not allow any individuals who are not appropriately licensed and trained in laser treatment safety to perform any laser treatments on her patients.
 4. Respondent's laser treatment consent form must describe the possibility of eye injuries, including (at a minimum) iritis, glaucoma, cataract, and retinal injury.
- E. Respondent shall bear all costs of complying with the requirements of this *Settlement Agreement*, but she shall be permitted to share such costs with third parties.
- F. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
- G. 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.

- H. 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 in the event that additional misconduct is proven against Respondent in the future. 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 her 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 her 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 her choosing in connection with her 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 of it, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claim that any disclosures made to the Board for its review of this *Settlement Agreement*, and any guidance or explanations provided to the parties by the Board resulting from that review, has prejudiced her right to a fair and impartial hearing, in the event this *Settlement Agreement* is not accepted by the Board and no other *Settlement Agreement* is presented to the Board thereafter.
17. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
18. Respondent certifies that she has read this document titled *Settlement Agreement*. 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 appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, she 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: 5/10/2014



Robin A. Hallquist, M.D.
Respondent

Date: _____

Counsel for Respondent (if any)

FOR THE BOARD/*

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

Date: 6/10/2014



(Signature)

PENNY TAYLOR

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

/* Louis Rosenthal, M.D., Board members, recused.