

**STATE OF NEW HAMPSHIRE  
BOARD OF MEDICINE  
Concord, NH**

In the Matter of:  
**Donald Tibbetts, P.A.**  
Lic. #1673

**Docket: 23-MED-025**

**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 Donald Tibbetts, P.A. ("Respondent"), a physician assistant 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 329:2, II(d), RSA 328-D:6, RSA 310:10, and Medical Administrative Rule ("Med") 206, the Board has jurisdiction to investigate and adjudicate this matter. Pursuant to RSA 310:10, VIII(a) and Plc 205.04, the Board may, at any time, dispose of such allegations by settlement and without commencing a hearing.
2. The Board first granted Respondent a license to practice as a physician assistant in the State of New Hampshire on December 2, 2020. Respondent holds license number 1673. Respondent has no prior misconduct or disciplinary actions.
3. On February 16, 2023, the Respondent self-reported to the Office of Professional Licensure and Certification ("OPLC") that he had been terminated from employment at Dartmouth Hitchcock for inappropriately accessing the medical records of a colleague.
4. In response, OPLC's Division of Enforcement conducted an investigation and obtained information from various sources pertaining to Respondent's conduct at Dartmouth

Hitchcock. The Respondent executed a Preliminary Agreement Not to Practice on August 24, 2023.

5. Respondent acknowledges that if a disciplinary hearing were to take place, Hearing Counsel would present evidence of the following facts:
  - A. Respondent is a physician assistant licensed in New Hampshire.
  - B. At all times relevant, Respondent was engaged in practice.
  - C. On February 16, 2023, the Respondent self-reported to OPLC that he had been terminated from employment at Dartmouth Hitchcock on February 14, 2023 due to inappropriately accessing the personal medical records of a colleague.
  - D. At a September 5, 2023 interview with OPLC investigators, the Respondent acknowledged that he had improperly accessed the medical records of an individual colleague, who was also a patient at Dartmouth Hitchcock, multiple times without consent.
  - E. Dartmouth Hitchcock provided audit documentation to OPLC that found that the Respondent had engaged in 61 accesses of this colleague's various medical records between March 16, 2021 and January 24, 2023.
  - F. The Respondent did not download, copy, or distribute any of the accessed information.
  - G. The Respondent has no disciplinary history.
  - H. The Respondent has made voluntary efforts to seek evaluation and treatment through the New Hampshire Professionals Health Program ("NHPHP"). At NHPHP's recommendation, he voluntarily completed 16 hours of continuing

education over the summer of 2023 in the areas of HIPAA, medical ethics, and professionalism.

6. The Respondent acknowledges that the forgoing facts, if proven, could form a basis for the Board to impose discipline under RSA 328-D:6, IV and Med 609.01(a)(5) for unprofessional conduct.
7. The Board finds that the foregoing facts form the basis for the Board to impose discipline pursuant to RSA 328-D:6, IV for unprofessional conduct.
8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 310:12:
  - A. Respondent's license to practice shall be **SUSPENDED** for one (1) year pursuant to RSA 310:12, I(b). The suspension shall run effective from the date on which he executed the Preliminary Agreement Not to Practice, August 24, 2023, until August 23, 2024 (the "suspension period").
  - B. Respondent is required to meaningfully participate in thirty (30) hours of **CONTINUING MEDICAL EDUCATION** pursuant to RSA 310:12, I(d)(2). These hours shall be in the areas of ethics, professional boundaries, HIPAA and/or professionalism. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within the suspension period. Respondent shall provide written proof of completion to the Board and Hearing Counsel. Respondent shall receive credit towards these hours for the 15-hour class in Medical Ethics and Professionalism that he completed on August 5, 2023, and the 1-hour class on HIPAA that he completed on June 22, 2023.



- C. The Respondent shall submit to the **OBSERVATION** of the New Hampshire Professionals Health Program ("NHPHP") pursuant to RSA 310:12, I(d)(3). The Respondent shall undergo such psychiatric and/or behavioral evaluation recommended by NHPHP. The Respondent shall enter into a monitoring agreement, if recommended by NHPHP or other treatment providers. The Respondent shall comply with all directives, treatment recommendations, and terms of any NHPHP Monitoring Agreement and as otherwise recommended by NHPHP or his treatment providers.
- D. Respondent shall pay an **ADMINISTRATIVE FINE** of one thousand dollars (\$1,000) pursuant to RSA 310:12, I(e), all of which shall be stayed until one (1) year following the conclusion of the suspension period. After one (1) year, if there have been no further findings of misconduct from conduct arising within the suspension period and the one (1) year period thereafter, and compliance with all other terms of this agreement, the fine shall be forgiven.
9. 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 that require a Physician Assistant license or direct access to electronic health records, and to any governmental agency or authority which licenses, certifies or credentials physicians, with which Respondent is presently affiliated.
10. For a continuing period of two (2) years from the date of the conclusion of the suspension period, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work that requires a Physician Assistant license or direct access to electronic health records, and to any governmental agency or authority

that licenses, certifies or credentials physician assistants to which Respondent may apply for any such professional privileges or recognition.

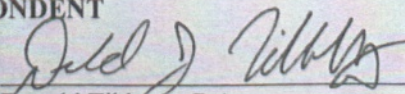
11. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 328-D:6, IV and a separate and sufficient basis for further disciplinary action by the Board.
12. Except as provided herein, this *Settlement Agreement* shall bar 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 conduct 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 in any future matter.
13. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
14. 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.
15. 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.
16. 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.
17. 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.



18. 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.
19. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
20. Respondent certifies that he has fully and completely read and understood this document titled *Settlement Agreement*.
21. 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.
22. This *Settlement Agreement* shall take effect as an Order of the Board pursuant to Plc 205.04.

FOR RESPONDENT

Date: 10/30/23

  
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Donald Tibbetts, P.A.  
Respondent



*In Re: Donald Tibbetts, P.A.  
Settlement Agreement*

**FOR THE BOARD**

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

Date: 11/01/2023

  
(Signature)

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