

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

In the Matter of:
Anton Heins, M.D.
License No. 12382
(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 Anton Heins, M.D. (“Dr. Heins” 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 license to practice medicine on July 7, 2004. Respondent holds license number 12382.
3. In a Consent Order date February 9, 2010, Respondent’s license to practice medicine was suspended for a period of five years. On September 11, 2012, the Board stayed the remainder of Respondent’s suspension. Since Respondent’s license had lapsed during the period his license was suspended, Respondent filed an application for

reinstatement. On August 18, 2014, the Board granted Respondent a restricted license to practice medicine.

4. Respondent stipulates that if a hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct, in violation of RSA 329:18, VI, by the following facts:

- A. Respondent's license was subject to the restriction that Respondent continue to abide by the Affiliate Monitors Inc. ("AMI") compliance plan and contact with New Hampshire Professionals Health Program ("NHPHP"). Additionally, Respondent was required to follow all practice protocols as provided in the Procedure Manual developed by AMI.
- B. On October 17, 2015, Respondent reported that he had leased office space, had already seen four patients, and was working on hiring office staff. At the time, Respondent had not hired an office manager and had no staff.
- C. Respondent did not inform AMI or NHPHP that he had opened his own practice prior to treating patients.
- D. In his contract with NHPHP, Respondent agreed that he would not attempt to return to the practice of medicine until his practice and staff had been approved by NHPHP. Respondent also agreed to notify NHPHP prior to making any changes to the approved staff.
- E. Respondent's conduct was in violation of the restrictions placed on his license by the Board Order dated August 18, 2014.

- F. The Board issued an Order of Emergency License Suspension and Notice of Hearing to Show Cause on November 4, 2015.
5. By entering into this *Settlement Agreement*, Respondent makes no admission of wrongdoing, but he acknowledges that, if proven, the alleged conduct constitutes grounds upon which the Board could take disciplinary action against Respondent's license to practice medicine in the State of New Hampshire.
 6. The Board finds that the conduct alleged above supports a finding of unprofessional conduct under RSA 329:17, VI (d).
 7. Respondent agrees to a ***permanent voluntary surrender of his license*** to practice medicine in the State of New Hampshire. Respondent understands that acceptance by the Board of a *permanent* voluntary surrender of a license while misconduct allegations are pending constitutes disciplinary action by the Board under RSA 329:17, and a basis for Respondent not to be eligible to become licensed ever again by the Board.
 8. Respondent acknowledges that if the Board chooses to accept this Settlement Agreement, this document shall be reported and distributed to all relevant licensing authorities and professional societies in the same manner as a final decision making a specific finding of professional misconduct. Respondent recognizes that the fact of his voluntary permanent license surrender will be reported and distributed by the Board as a disciplinary action.
 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 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.


10. The Board agrees that this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the alleged misconduct described above, or any misconduct allegations that could have been asserted by the Board based on information known to the Board in this matter.
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. Respondent understands that his action in entering into this *Settlement Agreement*, and the acceptance of it by the Board, 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 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 his 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.

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: 2-17-16


Anton Heins, M.D.
Respondent

Date: 2-18-16


Cinde Warmington, Esq.
Counsel for Respondent

FOR THE BOARD/*

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

Date: March 7, 2016

Penny Taylor
(Signature)

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

* Board Members, recused:
Amy Feitelson, MD