

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

In the Matter of:
Robert Soucy, Jr., D.O.
License No.: 8182
(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 Robert Soucy, Jr., D.O. (“Dr. Soucy” 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 Rules (“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 July 12, 1989. Respondent holds license number 8182. Respondent practices family medicine at his own practice in Colebrook, New Hampshire.

3. On or about May 31, 2016, the Board received a letter from the parole officer (“JL”) of one of Respondent’s patients. JL complained about the poor judgment Respondent showed in certifying this patient (“Patient”) for medical marijuana.
4. In response to this letter, the Board conducted an investigation and obtained information pertaining to Respondent’s treatment of Patient.
5. Respondent neither admits nor denies the alleged conduct, but stipulates that if a disciplinary hearing were to take place, Hearing Counsel would introduce evidence from which the Board could conclude that Respondent engaged in professional misconduct in violation of RSA 329:17, VI (c) and/or (k) by the following facts:
 - A. Respondent has treated Patient’s multiple health concerns since 1989. Patient’s physical conditions include, but are not limited to, degenerative joint disease, peripheral neuropathy, hypertension, and diabetes. Patient also has several mental health conditions. It is also documented that Patient has had 13 concussions which had caused traumatic brain injury.
 - B. Patient also has a complicated legal history, including serving time for selling and using marijuana.
 - C. On January 12, 2015, Patient and Respondent entered into a Chronic Pain/Narcotic Management Agreement for Treatment with Controlled Substances. This agreement pertained to Oxycodone (15mg) and Clonazepam (0.5 mg).

- D. Respondent saw and communicated, both in person and over the phone, with Patient regularly. These appointments and phone calls are documented up to, and including, August 26, 2015.
- E. Respondent did not see Patient at any scheduled office visits for medical care and oversight, again, until August 18, 2016, almost a year later.
- F. On or around October 20, 2016, Respondent provided Patient a doctor's note for his welding classes. This was after an approximately three month gap in the documented care and oversight of Patient.
- G. Furthermore, on April 14, 2016, Respondent signed a Certification Form, qualifying Patient's medical condition for Medical Marijuana. Respondent submitted a second Medical Marijuana Certification Form (for chronic pain) on May 9, 2016. There is no record of Respondent physically evaluating Patient in the eight months prior to these Certifications. Respondent further acknowledged that he did not see Patient at any scheduled office visits between August 26, 2015 and August 18, 2016.
- H. At some date between the April 14, 2016 initial Medical Marijuana Certification and May 31, 2016, JL, in his capacity as a parole officer, wrote to Respondent expressing concerns about treating Patient, who has a history of marijuana related convictions, with medical marijuana for his chronic pain. JL's concerns included Patient having sold marijuana and other illegal drugs in the past, being on parole until 2026, not having a

recent brain scan to confirm the need, and Patient's ability to perform his job on the current medical treatment being provided.

- I. Respondent responded to JL's letter, stating that Patient had health conditions that allowed for medical marijuana to be used; that Patient was looking to work in construction, but had too much pain to do so with the current treatments; and that overall medical marijuana would be a better pain management medication than Patient's current treatment.
 - J. In a letter to the Board, Respondent stated that Patient had to call the office each month, between August 2015 and August 2016, in order get a refill of his prescriptions. However, Respondent acknowledged that he "did not always personally speak to [Patient] when he would make these required monthly calls to the office" He also noted that "routine medication refill calls are not routinely documented."
 - K. Regular documentation of contact between Respondent and Patient did not resume until a phone call documented on August 5, 2016.
 - L. On or around September 8, 2016, the Board asked for any records for Patient dated after August 5, 2016. On or around September 23, 2016, the Board received records dated August 18, 2016 and September 14, 2016.
6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 329:17, VI (c) and/or (k).

7. Respondent acknowledges that the above finding 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 required to meaningfully participate in ten (10) hours of CONTINUING MEDICAL EDUCATION, specifically five (5) hours in the area of pain management, three (3) hours in the area of medical record documentation, and two (2) hours in the area of medical marijuana. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within twelve months (12) months from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion.
 - C. Respondent is assessed an ADMINISTRATIVE FINE in the amount of one thousand dollars (\$1,000). Respondent shall pay this fine in full within one hundred and twenty (120) 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 South Fruit Street, Concord, New Hampshire.

- D. 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.
- E. 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 a basis for a finding of 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 facts alleged above. However, the Board may consider this conduct as evidence 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 should any further conduct 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 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 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*

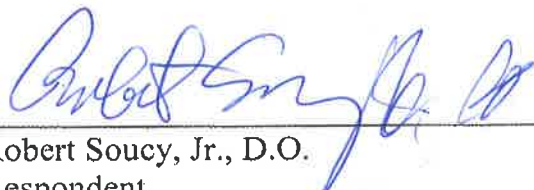
have prejudiced his right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.

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.

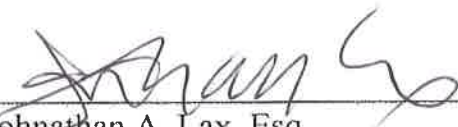
FOR RESPONDENT

N.H. Board of Medicine
In the matter of Robert Soucy, Jr., D.O.
Settlement Agreement

Date: 3/16/17


Robert Soucy, Jr., D.O.
Respondent

Date: 3/21/2017


Johnathan A. Lax, Esq.
Counsel for Respondent

FOR THE BOARD/*

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

Date: May 9, 2017


(Signature)

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

/*Board members, recused:

Frank B. Dibble, Jr., MD

David Conway, MD

Gail Barba, Public Member