

TIME RECEIVED
August 10, 2017 9:33:38 AM EDT

REMOTE CSID
603 354 6854

DURATION
173

PAGES
8

STATUS
Received

Aug. 10. 2017 9:14AM Dartmouth Hitchcock Keene Fammed

No. 0894 P. 1

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

In the Matter of:
Rachel E. Croteau, D.O.
License No.: 11952
(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 Rachel E. Croteau, D.O. ("Dr. Croteau" 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 June 4, 2003. Respondent holds license number 11952. At all relevant times, Respondent practiced family medicine in Keene, New Hampshire.

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3. On February 7, 2017, the Board received a letter emailed by Respondent in which she self-reported "a breach of ethics" in the form of an "inappropriate" relationship with a male patient ("Patient") of hers. Subsequently, on March 6, 2017, the Board received a complaint regarding that same physician relationship from the pastor of the church that Respondent and her patient had belonged to.
4. The Board conducted an investigation and obtained information from various sources pertaining to the conduct that Respondent self-reported as well as conduct described in the complaint that was filed.
5. Respondent stipulates that if a disciplinary hearing were held in this matter, the following information and evidence could be presented in support of proving professional misconduct:
 - A. Respondent began treating Patient as his primary care physician in June 2015.
 - B. Respondent knew Patient socially outside of the office.
 - C. In September 2016, Respondent began a romantic relationship with Patient.
 - D. In October 2016, Respondent arranged for Patient's care to be transferred to another provider because Respondent knew that her relationship with Patient was inappropriate.
 - E. After the relationship began, Respondent treated Patient on two occasions, including on November 8, 2016 for a problem with his knee.

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- F. Respondent never prescribed any controlled substances to Patient.
 - G. In a letter dated February 7, 2017, Respondent self-reported her conduct to the Board. Respondent stated that she is embarrassed by her "lapse in judgment".
 - H. The Board's investigation revealed no evidence that Respondent's conduct affected office personnel, adversely impacted her medical skills, or disrupted patient care.
 - I. Respondent also reported her relationship with Patient to her practice administrator who subsequently did not restrict her privileges or limit her duties.
 - J. In a letter dated March 16, 2017, counsel for Respondent informed the Board that there is no current sexual relationship between Respondent and Patient.
6. The Board finds that Respondent has engaged in the conduct described above and, by doing so, has committed acts that constitute unprofessional conduct under RSA 329:17, VI (d) through a violation of American Medical Association Code of Ethics Section 8.14.
7. Respondent acknowledges that the conduct summarized above constitutes grounds for the Board to impose disciplinary sanctions against her license to practice as a physician in the State of New Hampshire.
8. Respondent consents to the Board imposing the following discipline under RSA 329:17, VII:

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- A. Respondent is reprimanded.
- B. Respondent shall meaningfully participate in the New Hampshire Professional Health Program (“NHPHP”) and must follow all recommendations of the Director of the NHPHP or her designee.
- C. Respondent shall meaningfully participate in an intensive live program of continuing medical education focused on professional boundaries, for a total of at least twenty-four (24) hours. These hours shall be in addition to the hours required by the Board for renewal of licensure. The thirty four (34) hours of Respondent’s participation in the intensive live program titled “PBI Professional Boundaries and Ethics Course – Extended Edition”, taken on May 19-21, 2017 in Orlando, FL, shall satisfy the continuing medical education hours required by this paragraph.
- D. Respondent shall pay an administrative fine in the amount of \$1,000. Respondent shall pay this fine in full within thirty (30) days from the effective date of this *Settlement Agreement* 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 03301.
- E. If Respondent fails to comply with any of the requirements of this *Settlement Agreement* her license will be suspended for a period of sixty (60) days, beginning ten (10) days from the date that the Board

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notifies her that she is not in compliance with the *Settlement Agreement*, unless she submits a written request for a hearing on the alleged noncompliance with the *Settlement Agreement* within seven (7) days from the date of such notification by the Board.

9. Within ten (10) days of the effective date of this agreement, 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. For a continuing period of two (2) 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 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.
11. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
12. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 329:17, VI (d), and

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provide a separate and sufficient basis for further disciplinary action by the Board separate from the suspension that would be imposed under paragraph 8E of this *Settlement Agreement*.

13. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action against Respondent by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence in support of future discipline 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.
14. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
15. 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.
16. 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.
17. 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.

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18. 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 *Settlement Agreement*.
19. 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 claim that any disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced her right to a fair and impartial hearing in the future, in the event this *Settlement Agreement* is not accepted by the Board.
20. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
21. 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 seek judicial review of a final Board decision. 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.

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22. 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: 8/10/17

Rachel E. Croteau D.O.
Rachel E. Croteau, D.O.
Respondent

Date: 8/10/17

[Signature]
Robert S. Carey
Counsel for the Respondent

FOR THE BOARD/*

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

Date: 9-8-2017

Penny Taylor
(Signature)

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

/*Recused Board Members not participating:

N/A