

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

In the Matter of:
Adam P. Beck, M.D.
License No: 12594
(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 Adam P. Beck, M.D. ("Dr. Beck" 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 conducting a disciplinary hearing.
2. The Board first granted Respondent a license to practice medicine in the State of New Hampshire on February 2, 2005. Respondent holds license number 12594. At all relevant times, Respondent was practicing ophthalmology at New England Eye Specialists PC.
3. In March of 2014, the Board received information indicating that a medical injury case had been filed against the Respondent in Rockingham County Superior Court alleging that he provided inadequate care in his management and treatment of a

patient's eyes, which resulted in substantial and permanent injuries to the patient. It was alleged that the patient went from visually impaired to eventual functional blindness with severe impairment of central and peripheral visual function. In response, the Board conducted an investigation.

4. Respondent neither admits nor denies the allegations of misconduct, but stipulates that if a disciplinary hearing were to take place, Hearing Counsel may present evidence of the following facts upon which the Board could conclude that Respondent engaged in professional misconduct in violation of RSA 329:17, VI (c) and (k):
 - A. In 2006, the patient began treatment with Respondent for macular degeneration in her left eye.
 - B. Between September 2006 and October 2010, Respondent treated the patient with four (4) Intravitreal Avastin injections in her left eye. Standard treatment for wet macular degeneration consists of a series of anti-VEGF medication (Avastin) injections at intervals of every one (1) to three (3) months. The follow-up for macular degeneration should be at intervals of two (2) to six (6) months.
 - C. Between January 25, 2011 and May 25, 2011, Respondent treated the patient with three (3) "hot" focal laser treatments for her left eye macular degeneration. The last "hot" focal laser treatment was for a small juxtafoveal lesion, and it ended up making the patient's vision in her left eye worse.
 - D. Use of "hot" focal laser treatments should be limited to very rare circumstances, because injections and "cold" laser treatments are more effective and less destructive. "Hot" laser treatments are very destructive to tissue and are

- invariably accompanied by some vision loss, which is what the patient here experienced. Respondent acknowledged in his letter to the Board that following his treatments, the patient's "left eye vision deteriorated significantly."
- E. On June 12, 2012, Respondent diagnosed the patient with right eye wet macular degeneration. Treatment did not begin until July 3, 2012, when Respondent performed an intravitreal Avastin and Kenalog (steroid) injection as opposed to the standard anti-VEGF (Avastin alone) treatment. The July 3rd Kenalog injection was the inciting event in Respondent's treatment of the patient in that it created an immediate and urgent crisis, which led to a number of surgical procedures.
- F. On July 6, 2012, three days after the Kenalog injection, the patient returned with intraocular pressure in her right eye. Respondent allowed this emergent situation to be handled by an optometrist.
- G. On July 16, 2012, Respondent performed an unsuccessful Trabeculectomy surgery with Mitomycin on the patient for her right eye glaucoma. This was followed by a laser suture lysis and needling of the bleb for an uncontrolled elevated pressure. Respondent subsequently performed an unsuccessful Ahmed Valve surgery with vitrectomy on the patient on August 6, 2012.- Respondent acknowledged that this surgery resulted in the patient suffering a retinal detachment.
- H. The patient was becoming functionally blind since the optic nerve had been structurally altered in the right eye and the left eye vision centrally and peripherally was compromised.

- I. Following the unsuccessful glaucoma surgeries, and the mounting complications that resulted from them, Respondent performed a complex retinal detachment surgery on the patient on September 14, 2012. Respondent acknowledged that this surgery resulted in the patient developing severe proliferative vitreoretinopathy. As a result, on January 7, 2013, Respondent performed another complex retinal detachment surgery on the patient. Respondent acknowledged that this surgery "did not improve her vision."
 - J. Despite the fact that each surgical procedure was undertaken to correct a complication from a previous procedure, the patient's clinical status continued to worsen. Respondent acknowledged in his letter to the Board that by the time he was through treating the patient, she reported being unable to see out of her right eye and her left eye vision was poor and blurry. At no point during the course of his treatment of the patient did Respondent consult with, or refer the patient to, a glaucoma specialist.
 - K. During the course of his treatment of the patient, Respondent kept inadequate handwritten notes, which at times were illegible, indecipherable, incorrect and contradicted by the EMR. Additionally, all fundus drawings by Respondent were poorly labeled and drawn, and are only decipherable by diagnosis, not descriptive terms.
5. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent (1) displayed medical practice incompatible with the basic knowledge and competence expected of persons

practicing ophthalmology in violation of RSA 329:17, VI (c); and (2) failed to maintain adequate medical record documentation in violation of RSA 329:17, VI (k).

6. Respondent acknowledges that the above described conduct constitute grounds for the Board to impose disciplinary sanctions against the Respondent's license to practice as a physician in the State of New Hampshire. Therefore, Respondent consents to the Board imposing the following discipline under RSA 329:17, VII:

- A. Respondent is Reprimanded.
- B. Respondent is required to meaningfully participate in twenty (20) hours of Continuing Medical Education ("CME"), broken down as follows: fourteen (14) CME hours focused on glaucoma treatment and six (6) CME hours focused on medical record keeping. These twenty (20) CME hours shall be in addition to the CME hours required by the Board for renewal of licensure and shall be completed within nine (9) months from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing these hours, the 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 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 South Fruit Street, Concord, New Hampshire 03301.

D. Respondent agrees to the following modifications to his practice, which he shall adhere to for as long as he is licensed by this Board:

1. Respondent shall not use a laser for any extrafoveal choroidal neovascular membrane treatment except in the limited circumstances in which:

- a. Such treatment is medically necessary;
- b. Such justification is documented in the medical record;
- c. The benefits outweigh the risks;
- d. Reasonable and appropriate informed consent has been provided to the patient regarding the risks and benefits of the use of a laser, including the possibility of tissue destruction and vision loss.

2. Respondent shall not perform intravitreal Kenalog injections on any glaucoma patient except in the limited circumstances in which:

- a. Such treatment is medically necessary;
- b. Such justification is documented in the medical record;
- c. The benefits outweigh the risks;
- d. Reasonable and appropriate informed consent has been provided to the patient regarding the risks and benefits of the use of an intravitreal Kenalog injection, including the possibility of tissue destruction and vision loss.

- E. For a period of one year from the effective date of this *Settlement Agreement*, in patients with glaucoma and wet macular degeneration in which either an intravitreal Kenalog injection or more than one incisional glaucoma surgical procedure in a six (6) month period is deemed medically necessary, Respondent shall document a physician to physician conversation with another ophthalmologist or glaucoma specialist in the medical record and shall abide by the judgment of such ophthalmologist or glaucoma specialist if it differs from his own.
7. Respondent shall bear all costs associated with complying with this *Settlement Agreement*, but he shall be permitted to share such costs with third parties.
8. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
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. 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.

11. 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.
12. 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 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.
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.

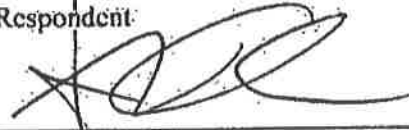
16. Respondent understands that his action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
17. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this *Settlement 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 claim 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, in the event this *Settlement Agreement* is not accepted by the Board.
19. 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 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*, he waives these rights as they pertain to the misconduct described herein.
20. 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: 9/26/17


Adam P. Beck, M.D.
Respondent

Date: 9/26/17


Counsel for Respondent

FOR THE BOARD/*

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

Date: 10-6-2017


(Signature)

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

/*Recused Board Members not participating:

John Wheeler, D.O. and
David Conway, M.D.