

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

In the Matter of:  
**Rodney A. Felgate, M.D.**  
**License No.: 4979**  
(Misconduct Allegations)

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 Rodney A. Felgate, M.D. (“Dr. Felgate” 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 May 2, 1973. Respondent holds license number 4979. Respondent practices medicine at Linwood Medical Center in Lincoln, New Hampshire.
3. On November 14, 2019, the Board received a complaint against Respondent, alleging that he had kissed a female patient (“Patient”) on several occasions, and asked to meet her outside of the office.

4. In response to this Complaint, the Board conducted an investigation.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would present evidence of the following facts, from which the Board could find that he engaged in professional misconduct:
  - A. Patient, a then 59 year old woman, had been under the care of Respondent from August 13, 2012 until June 14, 2019.
  - B. Respondent and Patient would hug each other and kiss one another on the cheek prior to Patient leaving the office at the end of her appointments.
  - C. Around November 2018, Patient initiated contact with Respondent on Facebook.
  - D. Respondent gave Patient his private cellphone number and requested that she text him.
  - E. Respondent had referred to Patient as “sweetheart” and repeatedly initiated communications with her.
  - F. Respondent had discussed “getting together” with Patient and had hoped that he would meet her outside of the office.
  - G. Respondent did not discourage communications from Patient and even encouraged them.
  - H. The communications between Respondent and Patient could be perceived as romantic. Respondent and Patient never met outside of the office, and there were no sexual interactions between them. In April 2019, Respondent ended all social communications with Patient.

- I. Respondent did not terminate the patient-physician relationship with Patient before he began communicating with her outside of the office. Respondent acknowledged during the investigation that the professional and ethical thing to do would have been to refer her to another provider.
  - J. Respondent acknowledged described his conduct as a mistake and an error in judgment. There are no previous allegations against Respondent relating to professional boundaries,
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 (d) and (i) through violating Opinion 9.1.1 of the American Medical Association Code of Ethics.
  7. Respondent acknowledges that the above described conduct constitutes grounds for the Board to impose disciplinary sanctions against his 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 sixteen (16) hours of CONTINUING MEDICAL EDUCATION focused on professional boundaries. These hours shall be in addition to the hours required by the Board for renewal of licensure. Between January 8 through 10, 2021, Respondent meaningfully participated in the twenty-four (24) hour continuing medical education course

titled *Professional Boundaries and Ethics Course: Essential Edition*. These hours shall satisfy the continuing education hours required by this paragraph.

- 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*, by delivering a money order or bank check, made payable to “Treasurer, State of New Hampshire,” to the board’s office at 7 Eagle Square, Concord, New Hampshire 03301.
- D. Respondent shall pay for the costs of investigation in the amount of one thousand dollars (\$1,000). Respondent shall pay the costs in full within thirty (30) days of 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 7 Eagle Square, Concord, New Hampshire 03301. Respondent shall include a notation on the memo line of the money order or bank check that this “payment is for investigation costs per RSA 332-G:11”.
- E. 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.

- F. 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. Should Respondent fail to comply with any of the terms of this Settlement Agreement, the Board reserves the right to suspend Respondent's license or impose other authorized discipline, in accordance with the following process:
- A. The Board will notify Respondent, in writing, of the Board's finding of Respondent's non-compliance and the suspension and/or additional discipline it intends to impose for such non-compliance. Respondent will have ten (10) days, from the date of the Board's notification of non-compliance, to request a show cause hearing before the Board. If Respondent timely requests such a hearing, the Board will schedule a show-cause hearing for its next available hearing slot. At the hearing, Respondent will have the burden of demonstrating to the Board either why their license should not be suspended or additional discipline imposed for non-compliance or that they are in compliance with this Settlement Agreement.
- B. Respondent has stipulated to the facts set out in Paragraph 5 A-O of this Agreement and acknowledges and agrees that those facts cannot be challenged in any hearing regarding enforcement of this Settlement Agreement. After the hearing, the

Board will issue an order explaining its reasons for imposing, or not imposing, a suspension of Respondent's license, and/or any other discipline within the terms of RSA 329:17, VII.

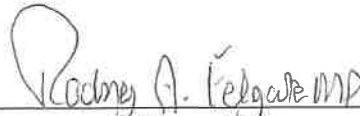
C. If Respondent does not request a show cause hearing within ten days of the date of the Board's notification of non-compliance, the license suspension and/or additional discipline outlined in the notice of non-compliance shall be imposed. Any imposed suspension or additional discipline shall remain in effect until Respondent comes into compliance with this Settlement Agreement and the Board notifies Respondent in writing that the suspension or additional discipline has been lifted, unless such discipline is a license revocation.

10. 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 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.
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* 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, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to, or by, the Board involving 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.
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: 03/11/2021

  
\_\_\_\_\_  
Rodney A. Felgate, M.D.  
Respondent

Date: 3/23/21

  
\_\_\_\_\_  
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: April 28, 2021

  
\_\_\_\_\_  
(Signature)

Christine L. Senko  
\_\_\_\_\_  
(Print or Type Name)  
Authorized Representative of the  
New Hampshire Board of Medicine

/\* \_\_\_\_\_, Board members, recused.