

**STATE OF NEW HAMPSHIRE**  
**Board of Medicine**  
**Concord, NH 03301**

**In the Matter of:**  
**Teresa Smith de Cherif, MD**  
**License No. 18346**

**Docket No.: 21-MED-0001**

**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 Teresa Smith de Cherif, M.D. ("Dr. Smith de Cherif" or "Respondent"), a physician licensed by the Board, do hereby stipulate and agree to resolve the above-referenced matter 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.
2. The Board granted Respondent a license to practice medicine in the State of New Hampshire on July 5, 2017. Respondent holds an active license to practice under license number 18346.
3. On or about December 6, 2018, the Board received correspondence regarding Respondent.
4. In response to that correspondence, the Board conducted an investigation.
5. The Board has not made factual findings in connection with this matter. As part of this settlement agreement, however, Respondent stipulates that the Board could make the following factual findings.

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- A. M.T. was a resident at The Golden Crest | A Senior Living Community ("Golden Crest").
- B. M.T. was a patient of Health First Family Care Center ("Health First"), which was unrelated to Golden Crest.
- C. Respondent was temporarily employed as a physician at Health First.
- D. Respondent was one of several Health First physicians who treated M.T. at Health First.
- E. Respondent had two physician-patient encounters with M.T. while employed at Health First.
- F. Respondent's temporary employment with Health First ended in September 2017.
- G. Respondent and staff of Health First became socially acquainted with M.T. and saw M.T. socially from time to time. Respondent's friendship with M.T. continued after Respondent's employment with Health First ended.
- H. On or about May 26, 2018, Respondent witnessed M.T. execute a document revoking any existing powers of attorney that M.T. may have previously created.
- I. There is no evidence that Respondent witnessing M.T.'s execution of that document was motivated by or resulted in any financial gain or involved any conflict of interest.
- J. On or about May 28, 2018, M.T. moved from Golden Crest to an in-law apartment connected to Respondent's home where M.T. would now reside as a tenant.
- K. On one occasion during M.T.'s tenancy, Respondent wrote a prescription for M.T. to continue M.T.'s existing course of treatment.

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- L. Respondent was familiar with M.T.'s course of treatment from Respondent's prior clinical encounters with M.T. at Health First.
- M. There is no evidence that the prescription was not medically indicated.
- N. M.T. eventually moved from Respondent's home later in 2018
- 6. Respondent has no history of complaints, violations, or professional discipline
- 7. Respondent does not admit that the foregoing alleged facts, if proven, constitute grounds for professional discipline pursuant to RSA 329:17, VII.
- 8. The Board notes the limitations a physician must observe when acting in a nonclinical role, which are stated by AMA Code of Medical Ethics Opinion 10.1.
- 9. The Board's investigation was prompted to determine whether Respondent set appropriate boundaries in her professional and social interactions with M.T. Although unintentional, the Board finds that Respondent could have better protected her friendship with M.T. from the influence of their prior professional relationship.
- 10. Respondent consents to the Board declaring, pursuant to RSA 329:17, VII:
  - A. Respondent is **REPRIMANDED**.
- 11. This *Settlement Agreement* shall bar the commencement of any future disciplinary action by the Board based upon the alleged facts described above and any related transactions or occurrences.
- 12. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
- 13. Respondent voluntarily enters 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.


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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 her choosing in connection with her 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, or by, the Board involving its review of this *Settlement Agreement* have prejudiced her 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 she signs this *Settlement Agreement*.
18. Respondent certifies that she has read this document entitled *Settlement Agreement*.
19. 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 appeal to the courts. 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 allegations 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.

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**FOR RESPONDENT**

Date 3/9/2022

  
Teresa Smith de Cherif, M.D.

  
John D. Prendergast, Esq., Counsel for  
Respondent

**FOR THE BOARD\***

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

Date: 3/8/2022

  
(Signature)

CHRISTINE L. SENKO  
(Print or Type name)  
Authorized Representative of the  
New Hampshire Board of Medicine

\*Board members recused

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