

**STATE OF NEW HAMPSHIRE  
OFFICE OF PROFESSIONAL  
LICENSURE AND CERTIFICATION**

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**PHYSICAL THERAPY GOVERNING BOARD**

**In Re: Meghan M. Sirois,  
PT Lic. #3618**

Docket No.: 21-PHY-0007

**FINAL DECISION AND APPROVAL OF  
SETTLEMENT AGREEMENT**  
**- 08/18/21**

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**I. CASE SUMMARY/PROCEDURAL HISTORY:**

On or about 05/06/20, the New Hampshire Physical Therapy Governing Board ("Board") received self-reported information from Meghan Sirois ("Licensee") indicating that the spouse of one of Licensee's patients alleged that Licensee violated professional boundaries while treating this male patient and otherwise committed misconduct. After investigation, on or about 05/19/21, the Board voted to commence an adjudicative/disciplinary proceeding in this matter. The parties have submitted a Settlement Agreement that is approved as far as it is substantially incorporated into this Final Decision.

**II. FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDERS:**

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of physical therapy, the Board and Licensee, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board in accordance with the following terms and conditions:

1. The Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by physical therapists who are its licensees pursuant to RSA 328-F:23, I and RSA 328-F:24. The Board may dispose of any such allegations by settlement and without

commencing or completing a disciplinary hearing pursuant to RSA 328-F:24, VI and N.H. Code Admin R., Ahp 214.01 ("Rules").

2. The Board first granted Licensee a license to practice as a licensed physical therapist in the state of New Hampshire on May 19, 2011. Licensee holds license number 3618. Licensee's current license expires on 12/31/2022.

3. In response to Licensee's May 6, 2020 self-report and a complaint filed with the Board on May 8, 2020 by Patient A's spouse, the Board conducted an investigation and obtained information from various sources concerning alleged conduct outside the scope of a professional relationship.

4. Licensee stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Licensee's conduct violated American Physical Therapy Association ("APTA") Code of Ethics Principals #3 and #4 adopted by Phy 501.02, in violation of RSA 328-F:23, II(c), by the following facts:

a. From October 2019 to April 2020, Licensee was the primary physical therapist for Patient A, a 46 year-old married male who was rehabilitating from rotator cuff surgery.

b. Licensee and Patient A formed a close friendship and, from about January 2020 to April 2020, they communicated frequently through text messages and cell phone calls about personal matters outside the scope of Licensee's professional relationship with Patient A. Members of Patient A's family became aware of these communications in late April 2020, causing them emotional harm.

c. There was no physical relationship between Licensee and Patient A. At all times, Licensee provided appropriate clinical care.

5. The Board finds that Licensee committed the acts as described above and concludes that, by engaging in such conduct, Licensee violated RSA 328-F:23, II(c).

6. Licensee acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Licensee's license to practice as a licensed physical therapist in the State of New Hampshire pursuant to RSA 328-F:23, II(c).

7. WHEREAS, the Licensee consents to the Board imposing the following discipline and terms pursuant to RSA 328-F:23, II(c):

a. The Licensee is hereby REPRIMANDED.

b. The Licensee shall be ordered to pay an administrative fine in the amount of two hundred and fifty dollars (\$250.00). Said fine shall be made payable to: "Treasurer, State of New Hampshire," and mailed to 25 Capitol St., Room 121, Concord, NH 03301 within thirty (30) days of the effective date of this Settlement Agreement. A copy of the check shall also be mailed to:

These hours shall be in addition to the hours required by the Board for renewal of licensure.

Office of Professional Licensure and Certification  
ATTN: Collin Phillips, Attorney I and Jessica Whelehan, Administrator  
7 Eagle Sq.  
Concord, NH 03301

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MSA  
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c. The Licensee shall complete twenty (20) hours of PROFESSIONAL ETHICS COURSES within three months of the effective date of this agreement and provide the Board with documentation showing her successful completion of those hours. The ~~eight (8)~~ <sup>twelve (12)</sup> hours of CEUs from "Professional Boundaries for Caregivers" and "Legal Implications of Professional Boundaries both On and Off the Line" which Licensee ~~completed on or about November 12, 2020~~ <sup>has</sup> ~~may~~ <sup>to date</sup> count toward the twenty hours listed above.

d. Within ten (10) days of the effective date of this agreement, as defined further below, Licensee shall furnish a copy of the Settlement Agreement to any current employer for whom the Licensee performs services as a physical therapist and to any agency or authority that licenses, certifies or credentials physical therapists, with which Licensee is presently affiliated.

8. Licensee's breach of any terms or conditions of this Settlement Agreement shall constitute unprofessional conduct and a separate and sufficient basis for further disciplinary action by the Board.

9. 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 of a pattern of conduct in the event that similar misconduct is proven against Licensee in the future. Additionally, the Board may consider the discipline imposed by this Settlement Agreement as a factor in determining appropriate discipline should any future misconduct be proven against Licensee in the future.

10. This Settlement Agreement shall become a permanent part of the Licensee's file, which is maintained by the Board as a public document.

11. Licensee 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.

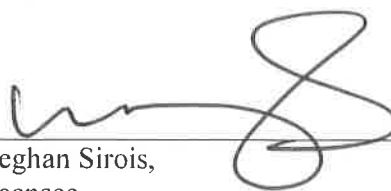
12. The Board agrees that in return for Licensee executing this Settlement Agreement, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.

13. Licensee understands that her action in entering into this Settlement Agreement is a final act and not subject to reconsideration or judicial review or appeal.


14. Licensee 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.

15. Licensee is not under the influence of any drugs or alcohol at the time she signs this Settlement Agreement.
16. Licensee 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. Licensee specifically waives any claims that any disclosures made to the Board during its review of this Settlement Agreement has prejudiced her right to a fair and impartial hearing in the future if this Settlement Agreement is not accepted by the Board.
17. Licensee certifies that she has read this document titled Settlement Agreement. Licensee understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the right 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, Licensee fully understands the nature, quality and dimensions of these rights. Licensee understands that by signing this Settlement Agreement, she waives these rights as they pertain to the misconduct described herein.
18. Pursuant to N.H. Code Admin. R. Ahp 214.01(a)(“Rules”), the parties submitted a Settlement Agreement that resolves all the substantial issues in the case.
19. The Board finds that the Settlement Agreement comports with the requirements of RSA 328-F:24(VI), Rule 214.01(b), and N.H. Code Admin R., Phy 405.03(b).
20. The Board finds that the Settlement Agreement properly weighs the required factors for disciplinary sanctions under N.H. Code Admin R., Phy 405.04 and 405.05.
21. The Board finds the agreed-upon sanctions in the Settlement Agreement to be lawful, fair, and reasonable pursuant to N.H. Code Admin R., Phy 405.02.
22. The Board finds that Licensee, with the assistance of legal counsel, has knowingly, voluntarily, and intelligently entered into the Settlement Agreement.
23. As a result, the Board grants the parties’ request to accept Settlement Agreement. The Settlement Agreement is hereby accepted and incorporated herein, and finalized as an order of the Board.
24. The Licensee is hereby disciplined according to RSA 328-F:23(II) and (IV), and in accordance with the agreed-upon terms contained herein.
25. 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.


DATED: 8/18/21

  
Meghan Sirois,  
Licensee

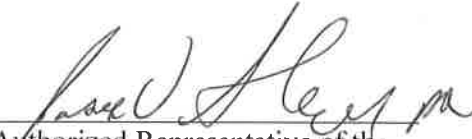
DATED: 8/18/21

  
Attorney Mark Attorri,  
Counsel for Licensee

DATED: 8/18/21

  
Attorney Collin Phillips,  
Hearing Counsel

DATED: 8/18/21

  
Authorized Representative of the  
Physical Therapy Governing Board -  
New Hampshire Office of  
Professional Licensure & Certification  
7 Eagle Square  
Concord, NH 03301

