

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

In the Matter of
David J. Schopick, M.D.
No.: 7853
(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 David J. Schopick, M.D. (“Dr. Schopick” 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; 329:18; and 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 4, 1988. Respondent holds license number 7853. Respondent is Board certified in psychiatry and practices psychiatry at 118 Maplewood Avenue in Portsmouth, NH 03801-4639.

3. The Board received a complaint which alleged in pertinent part that during the course of his treating relationship with Patient A, Respondent deviated from the standard of care by failing to maintain an appropriate physician/patient boundary with Patient A..

4. In response to the allegations, the Board conducted an investigation and obtained information from various sources which revealed that Respondent's conduct rose to the level of unprofessional conduct in his failure to maintain an appropriate physician/patient boundary with Patient A and by failing to document treatment and contact with him during part of the treating relationship.

5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct, in violation of RSA 329:17, VI, by the following facts:

- A. Respondent treated Patient A commencing in March of 2000. Respondent treated Patient A until September of 2002. Respondent diagnosed Patient A with Adjustment Reaction Disorder; Anxiety; and Alcohol Abuse, episodic. Respondent's treatment of Patient A included a regime of prescribed medications, individual therapy and reliance on Patient A's promise to abstain from alcohol use.
- B. Respondent failed to maintain an appropriate physician/patient boundary with Patient A during the treating relationship. Examples of this inappropriate relationship include the following: Respondent permitted Patient A to visit Respondent's home at times when Respondent's family members were present and, on one occasion, at a

time when Respondent was not present in the home; Respondent consulted Patient A regarding business, financial and personal matters; Respondent engaged in business transactions with Patient A relating to the purchase of computer equipment, window shades and window treatments for Respondent's home; Respondent did not bill Patient A for the professional services which Respondent provided to Patient A after May of 2002 because of his relationship with Patient A.

D. Respondent failed to maintain adequate treatment records for Patient A from April 24, 2001 to September 18, 2001.

6. The Board finds that Respondent committed the acts as described above and concludes that Respondent engaged in unprofessional misconduct by his failure to maintain an appropriate physician/patient boundary and by his failure to maintain appropriate treatment records in violation of RSA 329:17, VI (d), (i) and *American Medical Association Principles of Medical Ethics II*.

7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's 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 programs consisting of forty (40) hours of **Continuing Medical Education**

("CME") twenty (20) hours of which relate to establishing appropriate boundaries and avoiding boundary violations in the physician/patient relationships and twenty (20) hours of which relate to the area of diagnosis and treatment of bipolar disorder. These CME hours can include on-line, video or other than live programs which are first approved by the Board. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within one (1) year from the effective date of this agreement. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion. Should Respondent require additional time in order to meaningfully participate in appropriate CME's, Respondent may request additional time from the Board upon a showing of good faith compliance with this condition and his participation to date.

C. Commencing within thirty days of the issuance of this *Settlement Agreement* Respondent is required to engage in **supervision meetings** no less than one time per month for a period of one year with a supervising Board certified psychiatrist.

1. Within ten days of the issuance of this *Settlement Agreement*, Respondent shall provide the Board with the names of three psychiatrists willing to supervise Respondent.

2. The Board-approved supervising psychiatrist shall provide quarterly reports to the Board regarding Respondent's progress in establishing and maintaining appropriate boundaries with his patients.

- D. Respondent is assessed an **administrative fine** in the amount of one thousand dollars (\$1,000.00). Respondent shall pay this fine in full within thirty (30) days of the effective date of this 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 2 Industrial Park Drive, Suite 8, Concord, NH 03301.
- E. Respondent shall bear all costs of the supervision, evaluation, and reporting required by this agreement, but he shall be permitted to share such costs with third parties.
- F. The Board may consider Respondent's compliance with the terms and conditions herein and with the recommendations of the treating medical or mental health professional, if any, in any subsequent proceeding before the Board regarding Respondent's license.
- G. Within ten (10) days of the effective date of this *Settlement 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.

- H. For a continuing period of one (1) year from the effective date of this *Settlement 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. 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.

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 of a pattern of conduct 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. 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.

14. 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.

15. 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*.

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 the Board during its review of this agreement have prejudiced his 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 he signs this *Settlement Agreement*.

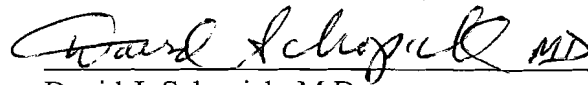
18. Respondent certifies that he has read this *Settlement Agreement*. Respondent understands that he has the right to a formal adjudicatory hearing

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.

19. This 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

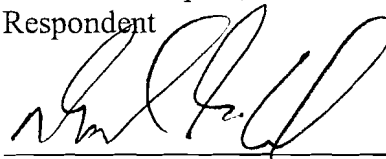
Date: 3/22/05

 MD

David J. Schopick, M.D.

Respondent

Date: 3/24/05



David A. Garfunkel, Esq.

Counsel for Respondent

FOR THE BOARD/*

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

Date: June 6, 2005

Penny Taylor
(Signature)

Penny Taylor
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Medicine

/* Kevin Costin, P.A.
Board Member, recused.

64211