

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

In the Matter of:
Joseph Savage, M.D.
License No. 6425
(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 Joseph Savage, M.D. ("Dr. Savage" 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 July 2, 1981. Respondent holds license number 6425. Respondent had been practicing medicine in Manchester, New Hampshire until his license was suspended by the Board on an emergency basis on September 21, 2012.
3. The Board took emergency action upon learning that Respondent had violated the terms of his contract with the New Hampshire Professionals Health Program ("NH PHP").

4. Following a hearing, the Board issued an Order on October 11, 2012, keeping Respondent's license suspension in place until the investigation is complete. 
5. Respondent has been sober since September 13, 2012. Since that time, he has successfully completed a four month inpatient intensive alcohol treatment program. In addition to engaging in programs and activities to assist him with his recovery, Respondent has passed all of the daily breath alcohol tests and occasional random urine drug tests and blood phosphatidyl ethanol tests that he has been subject to under his monitoring agreement with the NH PHP. 
6. In October 2013, Respondent underwent a two day outpatient reevaluation of his fitness to return to medical practice. Respondent has been medically cleared to return to the practice of medicine subject to conditions consistent with the terms set forth in this agreement. 
7. 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(c) and (d), by the following facts:
 - A. While under a monitoring contract with the NH PHP, Respondent consumed several alcoholic beverages on the evening of September 12, 2012. The following morning, Respondent consumed more alcoholic beverages and then drove to work.
 - B. Security personnel at CMC discovered Respondent asleep in his car. When security woke up Respondent, he proceeded to urinate in the parking lot. He then went into his office.

- C. Respondent was scheduled to see patients that afternoon. However, based on his actions and appearance, CMC staff ordered a fitness for duty evaluation of Respondent. Staff cancelled his patients for the day and he was prevented from providing any patient care.
 - D. Respondent underwent a blood screen which revealed a blood alcohol level of .186, which is more than twice the legal limit for driving while intoxicated.
 - E. Despite his consumption of alcohol, Respondent drove to his medical practice while impaired and intended to see patients.
8. The Board finds that Respondent committed the acts as described above and concludes that such conduct constituted “unprofessional conduct” in violation of RSA 329:17, VI(d).
9. 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.
10. Respondent consents to the Board imposing the following discipline, pursuant to RSA 329:17, VII:
- A. Respondent is REPRIMANDED.
 - B. Respondent’s LICENSE SUSPENSION IS LIFTED SUBJECT TO THE FOLLOWING RESTRICTIONS:
 - 1. Respondent cannot return to solo practice;
 - 2. Respondent must be employed as a physician, for as long as he holds a New Hampshire medical license, by at least one other physician, or a

health care facility with a medical director, who is licensed to practice medicine in the State of New Hampshire; and

3. Respondent must remain under the treatment and monitoring of the NH PHP for as long as he holds a New Hampshire medical license.
- C. Respondent shall bear all costs of the treatment, evaluation, and reporting required by this *Settlement Agreement*, but he shall be permitted to share such costs with third parties.
 - D. The Board may consider Respondent's compliance with the terms and conditions herein and with the recommendations of any treating mental health professional in any subsequent proceeding before the Board regarding Respondent's license.
 - 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.

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 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 her 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.

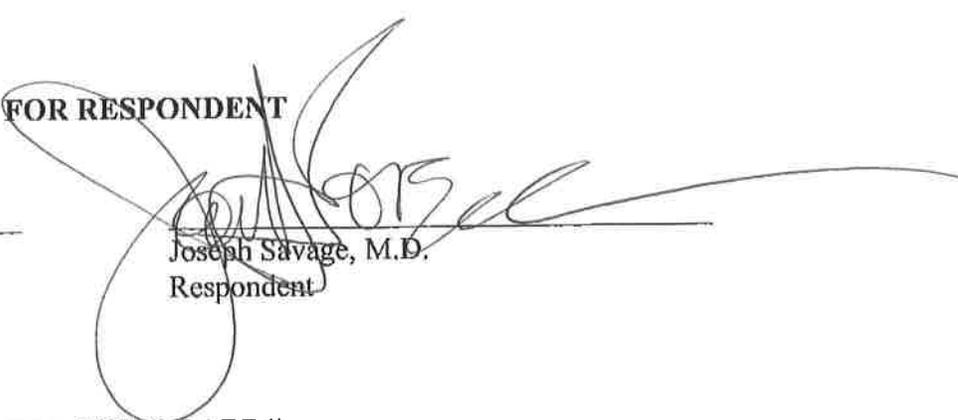
16. Respondent understands that his action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
17. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with his decision to enter into this agreement.
18. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion of it, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claim that any disclosures made to the Board for its review of this *Settlement Agreement*, and any guidance or explanations provided to the parties by the Board resulting from that review, has prejudiced his right to a fair and impartial hearing, in the event this *Settlement Agreement* is not accepted by the Board and no other *Settlement Agreement* is presented to the Board thereafter.
19. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
20. 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.

21. 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.

Date:

19 January 2014

FOR RESPONDENT


Joseph Savage, M.D.
Respondent

FOR THE BOARD/*

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

Date:

2/12/2014


(Signature)

PENNY TAYLOR

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

/* Board members, John Wheeler, D.O. and Amy Feitelson, MD, recused.