

PState of New Hampshire
Board of Medicine
Concord, New Hampshire 03301

In the Matter of:
Gregory J. Bahder, MD
License No. 10739
(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 Gregory J. Bahder, M.D. (“Dr. Bahder” 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 the Respondent a license to practice medicine in the State of New Hampshire in November of 1999. The Respondent holds license number 10739. At all relevant times, the Respondent was a practicing psychiatrist. The Respondent last practiced psychiatry in February of 2009, when he operated a private practice in the Laconia, New Hampshire area.

3. In February of 2009, the Board received information indicating that the Respondent may have engaged in professional misconduct during 2008 by having a sexual relationship with a former patient. In response, the Board conducted an investigation pursuant to RSA 329:18 to determine whether the Respondent committed professional misconduct under RSA 329:17, VI. Based on the investigation results, the Respondent, on February 20, 2009, signed a Preliminary Agreement For Practice Restrictions (“Preliminary Agreement”), which the Board approved on March 16, 2009. Pursuant to the Preliminary Agreement, the Respondent has not practiced medicine in the State of New Hampshire since February of 2009. Further, the Preliminary Agreement prohibits the Respondent from returning to practice absent Board approval.
4. The Respondent stipulates that if a disciplinary hearing was held in this matter, the following information and evidence could be presented in support of proving professional misconduct under RSA 329:17, VI:
 - A. Between approximately November of 2007 and March of 2008, female Patient A was an inmate at the Belknap County Jail in Laconia, New Hampshire as the result of a drug-related criminal offense. During that time frame, the Respondent worked as a contract psychiatrist for the jail and provided treatment to Patient A. Specifically, on December 17, 2007, he conducted a psychiatric evaluation of Patient A. In his evaluation, the Respondent diagnosed, in part, that Patient A suffered from “Cocaine Dependence.” He further noted that her treatment plan should include substance abuse

counseling. Before Patient A was subsequently released from the jail, the Respondent treated her on the following additional dates: January 14, 2008, January 28, 2008 and February 25, 2008. Before Patient A was released from custody, she and the Respondent exchanged personal phone numbers.

- B. In June of 2008, Patient A called the Respondent for the purpose of requesting money to purchase drugs. That same day, the Respondent met with Patient A at a motel in Manchester, New Hampshire. The Respondent gave money to Patient A and they engaged in sexual relations at the motel. On that day, the Respondent and Patient A also smoked marijuana together. Afterward, the Respondent transported Patient A to a location in Manchester so that Patient A could purchase drugs with the money that the Respondent provided.
- C. In November of 2008, the Respondent travelled to Manchester for the purpose of again meeting with Patient A. Once they met, the Respondent transported her to a location where Patient A purchased “crack cocaine” with money from the Respondent.
- D. After obtaining the “crack cocaine,” the Respondent and Patient A travelled to a motel in Manchester. The Respondent used his credit card to rent a motel room. The Respondent and Patient A had sexual relations in the rented room and also smoked “crack cocaine.”

5. The Board finds that the Respondent has engaged in certain conduct, as described above, and by doing so, has committed acts that provide sufficient grounds for imposing disciplinary sanctions under RSA 329:17, VI(d) and RSA 329:17, VI(i) for

engaging in unprofessional conduct and willfully violating Med 501.02(h) by failing to adhere to the AMA Code of Ethics. See AMA Code Ethics Opinion 8.14 (Sexual Misconduct in the Practice of Medicine).

6. The Respondent acknowledges that the conduct summarized above constitutes grounds for the Board to impose disciplinary sanctions against his license to practice as a psychiatrist in the State of New Hampshire.
7. The Respondent consents to the Board imposing the following discipline under RSA 329:17, VII:
 - A. The Respondent's license is Suspended for a minimum period of five (5) years retroactive to March 16, 2009, the date that the Board approved the Preliminary Agreement.
 - B. After serving the minimum suspension period set forth in Paragraph A, the Respondent may apply for reinstatement of his license, provided that he can demonstrate to the Board's satisfaction that he has complied with the following pre-reinstatement requirements:
 1. The Respondent shall provide proof of eighteen (18) months of consecutive psychotherapy treatment since October of 2012 with his established provider, Norman Kinsler, Psy.D.
 2. The Respondent shall provide proof that Dr. Kinsler favorably recommends his reinstatement to practice.
 3. The Respondent shall complete a professional boundaries education course that is pre-approved by Dr. Kinsler. To be pre-approved, the

course must include a subject matter test. The Respondent shall provide proof of passing the required test.

4. The Respondent shall enter a ten (10) year contract with the New Hampshire Professionals Health Program (NH PHP). The contract shall include random drug and alcohol testing for at least the first twelve (12) months of the contract.
5. The Respondent shall provide proof that he has fully satisfied all of the CME requirements that would have been applicable to him had he continued to maintain an unrestricted license since February of 2009.
6. The Respondent shall provide proof of a favorable recommendation concerning his return to practice based on a “fit-for-practice” examination performed by Acumen or performed by an equivalent examination program pre-approved by the Board. The examination must include a favorable recommendation that the Respondent is capable of returning to practice from a skills perspective.

C. In the event that the Respondent’s license to practice medicine is reinstated, the Respondent shall practice under the following temporary and permanent restrictions:

1. For a period of twenty-four (24) months, the Respondent shall meet monthly with a licensed physician mentor who is pre-approved by the Board. The mentor must submit four (4) semi-annual progress reports

- to the Board that address, at a minimum, the Respondent's ongoing professional progress, performance and behavior.
2. The Respondent shall continue to maintain a treating relationship with Dr. Kinsler unless and until he obtains the Board's consent to cease treatment. The Respondent may seek the Board's consent by filing a petition under seal that demonstrates to the Board's satisfaction that his psychotherapy treatment with Dr. Kinsler, or another psychotherapist/psychiatrist, is no longer necessary.
 3. The Respondent is permanently prohibited from practicing medicine in a practice environment that has less than three (3) other licensed physicians.
 4. The Respondent is permanently prohibited from engaging in prostitution services, whether or not legalized in a particular jurisdiction, and/or exchanging sexual relations with any person for money or drugs.
 5. The Respondent shall permanently maintain a treating relationship with a primary care physician (PCP), who shall regularly monitor the Respondent's blood pressure and sleep apnea. The Respondent upon request by the Board and when applying for license renewal shall provide proof under seal of his PCP treating relationship, to include medical documentation of his treatment.

8. The Board may consider the Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding the Respondent's license.
9. Within ten (10) days of the effective date of this agreement, as defined further below, the Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom the 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 the Respondent is presently affiliated.
10. For a continuing period of two (2) years from the effective date of this agreement, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which the 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. The Respondent's breach any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 329:17, VI (d), and provide 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 support of future

discipline in the event that similar misconduct is proven against the 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 the Respondent in the future.

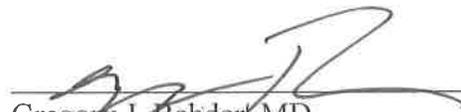
13. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Board as a public document.
14. The Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
15. The Board agrees that in return for the Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
16. The 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. The 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.
18. The 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. The Respondent specifically waives any claim that any disclosures made to the Board during its review of this *Settlement Agreement*

have prejudiced his right to a fair and impartial hearing in the future, in the event this *Settlement Agreement* is not accepted by the Board.

19. The Respondent certifies that he is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
20. The Respondent certifies that he has read this document titled *Settlement Agreement*. The 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 seek judicial review of a final Board decision. Further, the Respondent fully understands the nature, qualities and dimensions of these rights. The 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.

FOR RESPONDENT

Date: 7-31-14



Gregory J. Bahder, MD
Respondent

Date: 7-31-14



Mark L. Sisti, Esq.
Counsel for the Respondent

FOR THE BOARD/*

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

Date: 9/5/2014

Penny Taylor
(Signature)

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

/*Recused Board Members not participating:

Amy Feltelson, M.D.
Louis Rosenthal, M.D.