

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

In the Matter of:  
Anja B. Crider, M.D.  
No.: 11989  
(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 Anja B. Crider, M.D. (“Dr. Crider” or “Respondent”), a physician formerly licensed by the Board until June 30, 2005, 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 July 2, 2003. Respondent holds license number 11989. Respondent practiced obstetrics and gynecology at Harbor Women's Health located at 155 Griffin Road, Portsmouth, NH 03801. Respondent's license to practice medicine in the State of New Hampshire expired on June 30, 2005.

3. On April 2, 2007, the Board received notification that a suit was filed in Rockingham County Superior Court naming Respondent as one of the defendants. The writ alleged Respondent mismanaged the labor and delivery of patient PK, which resulted in the birth of a compromised newborn.
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's management of the labor and delivery of patient PK, for whom Respondent was the covering obstetrician. Patient PK was also attended at the labor and delivery by a nurse midwife.
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, (d); Med 501.02; and American Medical Association Code of Medical Ethics (AMA Code of Ethics) Standard 3.03(2) by the following facts:
  - A. On or about March 31, 2004, Respondent acted as the covering obstetrician for patient PK during labor and delivery. Patient PK was also cared for by a nurse midwife.
  - B. Respondent failed to adequately assess the fetal monitor strip during patient PK's labor. In her role as covering physician, Respondent failed to recognize that the depth, frequency, duration and repetitiveness of decelerations in the fetal heart rate during labor created a pattern signifying a non-reassuring fetal monitor strip which was suggestive of fetal compromise.

- C. In response to indications of possible fetal compromise, Respondent failed to adequately manage the labor and delivery of patient PK in that she allowed the labor to continue instead of initiating preparations for delivery by cesarean section.
6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 329:17, VI (d); Med 501.02(h); and AMA Code of Ethics 3.03(2).
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 a program of continuing medical education in the areas of interpretation of fetal monitor strips, recognition of fetal heart rate, and management of labor and delivery for a total of twelve (12) hours. 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 *Settlement Agreement*. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion.

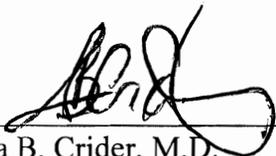
- C. Respondent is assessed an ADMINISTRATIVE FINE in the amount of \$500.00. Respondent shall pay this fine in one (1) installment of \$500.00. Payment shall be due within thirty (30) days of the effective date of this agreement. Payment shall be made in the form of a money order or bank check made payable to “Treasurer, State of New Hampshire” and delivered to the Board’s office at 2 Industrial Park Drive, Suite 8, Concord, New Hampshire.
- D. 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.
- E. 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.

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 her 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 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.

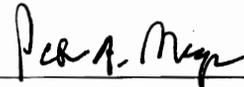
16. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of 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 titled *Settlement Agreement*. 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 misconduct described herein.
19. 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: 3 July 2009

  
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Anja B. Crider, M.D.  
Respondent

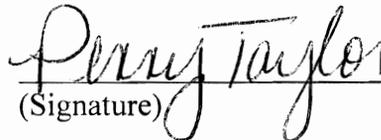
Date: 7/7/09

  
\_\_\_\_\_  
Peter A. Meyer, Esq.  
Counsel for Respondent

**FOR THE BOARD/\***

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

Date: August 7, 2009

  
\_\_\_\_\_  
(Signature)

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

/\* Amy Feitelson, MD, Board member, recused.