

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

In the Matter of:
Bruce D. Latham, D.O.
No.: 12799
(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 Bruce D. Latham, D.O. ("Dr. Latham" 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 6, 2005. Respondent holds license number 12799. Respondent practices family medicine at a private practice located at 29 Monadnock Street, Colebrook, NH 03576.
3. The Board received information from Indian Stream Health Center, 141 Corliss Lane, Colebrook, NH, relating to Bruce Latham, DO and his ultimate resignation from that practice.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to the quality of care provided to some of Respondent's patients at Indian Stream Health Center on or between September of 2006 and January of 2007.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent violated RSA 329:17, VI, (c) and/or (d) and (k), and Med 501.02(d) and (e), by the following facts:
 - A. On or between September of 2006 and January of 2007, Respondent was employed as a physician at Indian Stream Health Center located at 141 Corliss Lane, in Colebrook, NH.
 - B. In June of 2006, the medical report for Patient KW reported that she exhibited signs of a preliminary diagnosis of low-grade squamous intraepithelial lesion (LGSIL). A colposcopy was performed on September 11, 2006 which confirmed this diagnosis. On January 4, 2007, Respondent performed a Pap smear test on Patient KW which revealed epithelial cell abnormality with high-grade squamous intraepithelial lesion (HGSIL) and evidence of bacterial vaginosis. Respondent treated Patient KW with MetroGel and noted that she should undergo a repeat Pap smear in three months. On February 2, 2007, Patient KW was seen by a physician's assistant practitioner and was referred for a repeat colposcopy. On February 28, 2007, Patient KW was seen by an OBGYN physician who conducted an examination and scheduled a colposcopy to be performed on April 25, 2007. On the basis of the

colposcopy, no biopsy was required. Patient KW continued to be followed by her OBGYN physician for the remainder of her pregnancy. Patient KW's medical record did not document Respondent's rationale for the treatment plan for Patient KW.

- C. Patient CB was a heavy set, sixty-five-year-old man, weighing two hundred and five pounds. Respondent treated CB for chronic pain in his lower left leg. On or about January 9, 2007 Respondent prescribed Lovenox 30 mg SQ BID for CB to treat this condition. Respondent failed to document the rationale for treating Patient CB with this prophylactic dose of Lovenox.
- D. On December 18, 2006, Respondent treated Patient CC for swelling in the right lower leg. Patient CC was wheelchair-bound at the time due to a recent leg fracture. CC also suffered from syringomyelia. At the time of the visit, Patient CC had a two-week history of leg swelling. Respondent did not document possible DVT in his differential diagnosis although he did prescribe compression stockings for the patient. After seeing the patient, Respondent asked to see CC again on or after January 2, 2007 at which time Respondent prescribed Lovenox 30 mg SQ BID and Coumadin and ordered a right leg ultrasound. Respondent did not document the rationale for ordering the prophylactic dose of Lovenox.
- E. On or about September 8, 2006, Respondent treated Patient JM, an 88-year-old man with an 11-day old history of falling backward onto his hip while standing on a stool. Upon examination, JM's leg was markedly swollen with some ecchymosis, JM's INR was greater than 2. Respondent referred JM to a specialist who was not available to see JM immediately. Respondent informed

JM to seek treatment at the Emergency Department if the pain worsened. Respondent failed to adequately document the rationale for ordering no diagnostic testing such as an X-ray to determine the extent of JM's injury.

- F. By failing to adequately document the rationale underlying his decision-making related to diagnostic testing and therapeutic treatment for Patient KW, Patient CB, Patient CC, and Patient JM, Respondent displayed a pattern of behavior which violated RSA 329:17, VI, (c) and/or (d) and (k), and Med 501.02(d) and (e). Since April 9, 2007 to the present, Respondent has practiced as a solo practitioner and has control over all aspects of patient care, record-keeping and documentation using an electronic health record and where he alone determines the length of time scheduled for each patient appointment.
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 (c) and/or (d) and (k) and Med 501.02(d) and (e).
 7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent as set forth herein.
 8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 329:17, VII:
 - A. Respondent is REPRIMANDED.
 - B. Respondent is required, within three months of the date of this Agreement, to meaningfully participate in an assessment of his medical skills at the University of New England, College of Osteopathic Medicine, Biddeford,

Maine that will provide an assessment of Respondent's medical skills which will include, but not be limited to Respondent's ability to appropriately diagnose, and provide follow-up patient care, to adequately document all consultation included in the evaluation of the patient's condition as well as the rationale for treatment decisions. The assessment shall also include an evaluation of appropriate interactions with patients and medical professionals involved in patient care. Respondent shall follow all recommendations made by the assessment, including any recommendation that Respondent work with a physician mentor for a period of time.

- C. Within thirty (30) days of completion of the medical skills assessment Respondent shall provide the Board with a copy of any and all reports, letters or assessments and recommendations generated as a result of the assessment.
- D. Respondent shall sign any and all releases that may be necessary to insure that the Board can speak with representatives of the assessment program to address any questions or concerns related to Respondent's practice that the Board might have as a result of the information generated by the assessment. Such releases should also enable the Board to receive any reports and information related to the completion of any follow up recommendations made by the assessment.
- E. Respondent shall provide the Board with documentation of his progress and completion of any follow up recommendations made by the medical skills assessment.

- F. Upon request from the Respondent, the Board shall issue a further order once the requirements set forth herein have been completed.
- G. Respondent shall bear all costs of the assessment and completion of any recommendation made in the assessment for any ongoing reporting required by this *Settlement Agreement*, but he shall be permitted to share such costs with third parties.
- H. Respondent has meaningfully participated in the Center for Personalized Education for Physicians ("CPEP") Patient Care Documentation Seminar on March 12, 2010. This is an interactive 8-hour small group course that follows the successful CPEP model of providing pre and post program training. The seminar utilizes three patient charts to be evaluated by a physician instructor.
- I. 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; and/or for whom he performs work which requires a medical degree and/or medical license; and/or which directly or indirectly involves patient care; and/or to any agency or authority which licenses, certifies or credentials physicians, with which Respondent is presently affiliated.
- J. 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 and/or for whom he may work in any capacity which requires a medical degree

and/or medical license or directly or indirectly involves patient care; and/or 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 violations described above. However, the Board may consider these violations as evidence of a pattern of conduct in the event that similar conduct 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 violations 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 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 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 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 violations 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.

N.H. Board of Medicine and Bruce D. Latham, D.O.
Settlement Agreement

FOR RESPONDENT

Date: 5-28-10

Bruce D. Latham DO
Bruce D. Latham, D.O.
Respondent

Date: 5/28/10

Kenneth C. Bartholomew
Kenneth C. Bartholomew, Esq.
Counsel for Respondent

FOR THE BOARD/*

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

Date: July 12, 2010

Penny Taylor
(Signature)

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

/* Amy Feitelson, Board member, recused.
Gail Barba, Board member, recused.