

**STATE OF NEW HAMPSHIRE
NH BOARD OF MEDICINE
CONCORD, NH 03301**

In the Matter of:
William Sabina, M.D.
License #18821 (expired)

Docket No.: 2022-MED-028

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 William Sabina, M.D., ("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. Pursuant to RSA 329:17-c and Med 410.01, when the Board receives notice that a licensee has been subjected to disciplinary action related to professional conduct by the licensing authority of another jurisdiction, the Board shall issue an order directing the licensee to demonstrate why reciprocal discipline should not be imposed in New Hampshire. Pursuant to Med 410.01(b), the Board may impose disciplinary sanctions on the basis of reciprocal action taken by another jurisdiction.

3. The Board first granted Respondent a license to practice as a physician in the State of New Hampshire on April 4, 2018. Respondent holds license number 18821 which expired on June 30, 2022. The Respondent resides in South Carolina.
4. Respondent holds licenses to practice in 4 states, however only 1 is currently active.
5. If this matter were to go to a hearing, the Board could find the following facts:
 - A. On or about November 18, 2020, the Respondent and the Rhode Island Department of Health Board of Medical Licensure and Discipline ("Rhode Island" or "R.I.") executed a Consent Order to resolve allegations that the Respondent had 1) performed an unnecessary breast exam on a minor patient and 2) made unprofessional comments regarding another minor patient.
 - B. Those allegations were based on a complaint to Rhode Island from a minor patient "Patient A" alleging Respondent conducted an unwarranted breast exam on Patient A during a December 12, 2001 visit to the South County Hospital ("South County") emergency department.
 - C. As a result of that complaint, Rhode Island discovered a prior unreported complaint against Respondent that a nurse at South County filed at the facility alleging Respondent made inappropriate comments regarding an injury a minor patient ("Patient B") suffered to his penis as a result of a dog bite.
 - D. The Rhode Island Consent Order resulted in a reprimand, Respondent agreeing to no longer practice in the state of Rhode Island, and assessed a \$6,450.00 fine for costs of investigation.
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),

which is disciplinable misconduct under RSA 329:17, VI.

7. Respondent acknowledges that the above-described conduct constitutes grounds for the Board to impose disciplinary sanctions against his license to practice as a physician in the State of New Hampshire.

8. Respondent consents to the Board imposing the following **RECIPROCAL DISCIPLINE**, pursuant to RSA 329:17, VI-a:

- A. Respondent shall not seek reinstatement of his license in New Hampshire.
- B. Respondent must comply with all other terms and conditions of his Rhode Island Consent Order.

9. Should Respondent fail to comply with any of the terms of this *Settlement Agreement*, the Board reserves the right to suspend Respondent's license or impose other authorized discipline.

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 in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider this Agreement 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 other than those terms and conditions expressly stated herein.

13. 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.

14. 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.

15. 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, or by, the Board involving 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.

16. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.

17. Respondent certifies that he has read this document titled *Settlement Agreement*.

18. 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 *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

*In the Matter of William Sabina, M.D.
Settlement Agreement*

FOR RESPONDENT

Date: 2/28/23

William Sabina, M.D.
William Sabina, M.D.

FOR THE BOARD/*

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

Date: 3/1/2023

Emily R. Baker
(Signature)

Emily R. Baker MD
(Print or Type name)
Authorized Representative of the
New Hampshire Board of Medicine