

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

In the Matter of:  
Michael A. Remar, M.D.  
No.: 9128  
(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 Michael A. Remar, M.D. (“Dr. Remar” 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 granted Respondent a license to practice medicine in the State of New Hampshire on March 2, 1994. Respondent holds license number 9128. Respondent attended medical school at George Washington University, completed his general surgery residency at Madigan Army Medical Center, and is a Board Certified General Surgeon practicing in Nashua, New Hampshire. He recently passed, on December 5, 2011, his examination for recertification with the American Board of Surgery.

3. The Board received information regarding Respondent's care of five particular patients.
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's conduct.
5. Respondent neither admits nor denies the allegations herein, but stipulates that if a disciplinary hearing were to take place, Hearing Counsel would allege that Respondent engaged in professional misconduct as defined in RSA 329:17, VI(d):
  - A. Patients M.B. and G.B. were patients who underwent paraesophageal fundoplication with laparoscopic gallbladder removal and laparoscopic cholecystectomy in 2007. The patients experienced alterations in the normal post-operative course, including signs such as elevated pulse, rising alkaline phosphatase levels, and elevated bilirubin levels. The Board reviewed these cases and concluded that more aggressive, closer post-operative monitoring by Respondent would have been appropriate and indicated to possibly more quickly identify the cause of the complication in each case.
  - B. Patients P.J., J.R., and I.F. experienced intraoperative complications during abdominoperineal resection, laparoscopic sigmoid resection, and rectal prolapse repair, respectively, between 2003 and 2008. While the complications at issue are understood to be known, recognized complications for such procedures, the Board is concerned about the trend in these complications.

6. It is the Board's position that its review, which included the review of a well-qualified expert in the field of general surgery, of the trend of complications supports a reprimand, as indicated below. The Board acknowledges that Respondent has had these cases reviewed by well-qualified experts in the fields of general and colorectal surgery, who have concluded that his care of these patients fell within accepted standards of care.
7. Respondent acknowledges that the Board has made findings as set forth in paragraph #5 above, and consents to the Board imposing the following discipline, pursuant to RSA 329:17, VII:
  - A. Respondent is REPRIMANDED.
  - B. Respondent shall successfully complete the American College of Surgery Surgical Education and Self-Assessment Program (SESAP), 14th Edition, a 70-credit program prepared and administered by the American College of Surgeons Division of Education, or an equivalent continuing medical education program approved by the Board. This shall be in addition to the hours required by the Board for renewal of licensure, and shall be completed within one year from the effective date of this Settlement Agreement. Within fifteen days of completing this program, Respondent shall notify the Board and provide written proof of completion.

- C. Respondent shall bear all costs of the continuing medical education required by this *Settlement Agreement*, but he shall be permitted to share such costs with third parties.
- D. Respondent is assessed an ADMINISTRATIVE FINE in the amount of \$2,000. Respondent shall pay this fine in full within thirty (30) days of the effective date of this *Settlement Agreement*, as defined further below, by delivering a money order or bank check, made payable to "Treasurer, State of New Hampshire," to the Board's office at 2 Industrial Park Drive, Suite 8, Concord, New Hampshire.
- E. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
- F. 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.
- G. 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

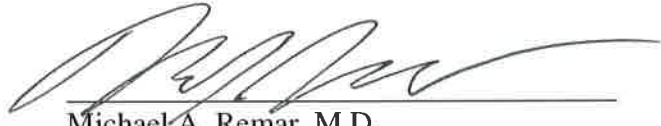
work in any capacity which requires a medical degree and/or medical license or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials physicians, to which Respondent may apply for any such professional privileges or recognition.

8. 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.
9. 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.
10. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
11. 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.
12. 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.

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 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.
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*. 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.
18. 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: 2/23/2012



Michael A. Remar, M.D.  
Respondent

Date: 2/27/12



Gregory G. Peters, Esquire  
Counsel for Respondent

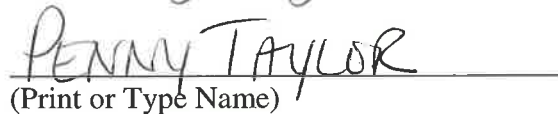
**FOR THE BOARD\***

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

Date: 3/8/12



(Signature)



(Print or Type Name)

Authorized Representative of the  
New Hampshire Board of Medicine

\* Amy Feitelson, M.D., Board member, recused.

Robert P. Cervenka, M.D., Board Member, recused.

Nick Perencevich, M.D., Board Member, recused.

