

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

In the Matter of:  
**Scott W. Paige, D.O.**  
**License No. 16185**  
(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 Scott W. Paige, D.O. (“Dr. Paige” or “Respondent”), a doctor of osteopathic medicine 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 June 5, 2013. Respondent holds license number 16185. Respondent practices osteopathic medicine at Exeter Hospital in Exeter, New Hampshire.
3. On April 25, 2017, the Board received notice, pursuant to RSA 329:17, II, that an action for medical injury had been filed against Respondent in Rockingham County Superior Court.

4. In response to this notification, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's alleged negligent treatment of a patient ("Patient"), which allegedly resulted in Patient's death.
5. Respondent neither admits nor denies the alleged conduct, but stipulates that if a disciplinary hearing were to take place, Hearing Counsel may present evidence from which the Board could conclude that Respondent engaged in professional misconduct by the following facts:
  - A. Patient, a 56 year old male, presented at Exeter Hospital's emergency department at approximately 3:15 a.m. on January 13, 2017. Patient complained of tongue swelling since approximately 2:00 a.m. The triage note stated that the tongue swelling had worsened and Patient reported he "cannot swallow and is having some trouble breathing".
  - B. Respondent documented that Patient is having "some difficulty handling his secretions and some mild difficulty breathing". Swelling of Patient's tongue was presumed to be angioedema secondary to Lisinopril use.
  - C. Respondent was hesitant to intubate Patient immediately. He opted instead for watchful waiting and medicinal management in the form of steroids, diphenhydramine, and Pepcid. However, this course of treatment has minimal effect as treatment to manage severe airway swelling secondary to Lisinopril use. Respondent did not immediately consult with anesthesia or an otolaryngology (ENT) specialist regarding Patient's airway.
  - D. Respondent was called back into the room at approximately 3:45 a.m. with a report that Patient was feeling worse. Patient was gagging when Respondent

entered the room. Patient was fighting a cold, and Respondent noted that "every time [Patient] cough[ed] now it seem[ed] to be triggering his gag reflex."

- E. Respondent documented that intubation was discussed with Patient and his wife, and that Patient adamantly stated that he did not want to be intubated at that time. It was documented that Patient did not feel that the tongue swelling was worsening, and that it appeared the same to Respondent upon physical examination. Patient was advised to let Respondent know if he felt that the swelling is worsening.
- F. Respondent maintains that he saw Patient on at least one more time between approximately 3:45 a.m. and 4:59 a.m., but he did not document the encounter(s).
- G. Respondent was called back into Patient's room at approximately 4:59 a.m. with a report that Patient's "tongue seems to be getting worse and that he is now unable to close his mouth." When Respondent entered the room, Patient indicated that "[h]e thinks perhaps it is slightly better but really is not sure. He states it is definitely not any worse. He still feels that his airway is fine and does not feel that he needs to be intubated. Respondent's exam indicated that although the tongue swelling "does not seem to be getting worse there is no suggestion that it is getting significantly better at this point." Although Patient did not feel that he needed to be intubated, he agreed to be admitted.
- H. At approximately 5:00 a.m., a hospitalist saw Patient and documented that both his tongue and chin are swollen. Patient's wife stated that her husband's

“tongue is worse”. The hospitalist expressed significant concerns about Patient losing his airway. She “INSISTED” that Patient be intubated and he agreed.

- I. Respondent documented that he considered waiting for an ENT specialist backup, but would have regretted not securing Patient’s airway sooner if he were to lose the airway while waiting for an ENT specialist to arrive. Respondent made the decision to intubate Patient without requesting the presence of the ENT specialist.
- J. Respondent began the intubation process at approximately 5:40 a.m. After a sedative and a paralytic were administered, Respondent made three unsuccessful attempts to intubate Patient. Manual bagging was ineffective. Patient’s oxygen saturations dropped significantly and he had some mottled discoloration to his skin.
- K. Respondent attempted a cricothyrotomy, which initially appeared to Respondent to have been successful. However, Patient’s oxygen saturation did not rebound significantly, and fluctuated in the 50%-60% range with adjustments to the positioning of the tube. Respondent documented getting “audible air exchange on auscultation with bagging, but sporadically getting no evidence of air exchange.” At that point, Respondent called the intensivist.
- L. After the intensivist arrived at approximately 6:09 a.m., he and Respondent attempted to readjust the tube several times, but they could not get Patient’s oxygen saturation levels above 60%.

- M. Respondent next called a general surgeon who recommended that Respondent call the on call ENT specialist. It was at that point that Respondent called the ENT specialist.
  - N. While the ENT specialist was on his way, Patient lost his pulse at approximately 6:24 a.m., and CPR was initiated.
  - O. The ENT specialist arrived at approximately 6:31 a.m. and he immediately secured Patient's airway by an emergency cricothyrotomy. Shortly thereafter, Patient regained a pulse and his oxygen saturation began to recover.
  - P. Patient was transferred to the ICU where he underwent therapeutic hypothermia. However, he remained in post-cardiac shock with multi-organ failure. Patient never regained consciousness and was taken off life support several days later.
- 6. The Board finds that the alleged acts as described above could constitute a violation of RSA 329:17, VI (c).
  - 7. Respondent acknowledges that the above described conduct, if proven, could constitute 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 discipline, pursuant to RSA 329:17, VII:
    - A. Respondent is REPRIMANDED.
    - B. Respondent is required to meaningfully participate in eight (8) hours of CONTINUING MEDICAL EDUCATION broken down in the following manner: four (4) hours in the area of treating angioedema and four (4) hours in

the area of upper airway obstruction and tracheal intubation. These hours must be in addition to the hours required by the Board for renewal of licensure and shall be completed within six (6) months 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. The 7.5 hour course titled Airway Management, RSI and Surgical Airway that Respondent completed on November 4, 2017, shall satisfy the four (4) hours required for upper airway obstruction and tracheal intubation.

- C. 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.
- D. 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 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 him 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 regarding 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: 6/6/2018

  
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Scott Paige, D.O.  
Respondent



**FOR THE BOARD/\***

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

Date: 7/16/2018

Penny Taylor  
(Signature)

PENNY TAYLOR  
(Print or Type Name)

Authorized Representative of the  
New Hampshire Board of Medicine

/\* Nina Gardner, Board members, recused.