

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

In the Matter of:
Howard L. Suls, MD
License No.: 9753
(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 Howard L. Suls, MD (“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 June 5, 1996. Respondent holds license number 9753. Respondent practices Family Medicine in Bedford, New Hampshire.
3. On or about June 1, 2018, the Board received a letter from Genesis Health Care/Genesis Hackett Hill Center informing it that Respondent had been terminated from his employment position with Genesis Physician Services (“GPS”) due to “gross misconduct.” The letter went on to state that, as a result of an internal investigation,

Respondent had been found to have behaved in a manner that was disruptive to the workplace.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's verbal conduct with or towards staff members that was alleged to have been unprofessional.
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), and/or Med 501.02 (h), and/or the AMA Code of Medical Ethics, particularly with regard to inter-professional relationships, by the following facts:
 - A. In July of 2016, Respondent entered into a contract, entitled "Professional and Administrative Services Agreement," with GPS. Under this contract, Respondent was to provide medical services to residents at the various elder care facilities operated by GPS. This contract gave Respondent supervisory authority over non-physician personnel.
 - B. In November of 2017, Respondent entered into an additional contract with GPS, entitled "Medical Director Consulting Agreement," under which he became the Medical Director for various GPS elder care facilities. Under this contract, Respondent had overall responsibility for the coordination of care and policies relating to the administration of care at these facilities.
 - C. On or about May 4, 2018, while Respondent was still employed by GPS as set forth above, a male Physician Assistant reported to a superior that nurses at one of

the facilities (Hackett Hill) had informed him that Respondent had made inappropriate comments.

- D. These allegations were reported to GPS Human Resource personnel, who undertook an investigation. In the course of this investigation, twelve (12) employees or former employees were interviewed. Of these, seven (7) stated that they had either been the recipient of, had overheard, or had viewed in a text message, inappropriate comments by Respondent. All of Respondent's comments or text messages were directed to non-physician female staff. One additional nurse stated that she had heard Respondent make an inappropriate comment about a patient in the presence of other people and in a voice loud enough to be overheard by others. Three of the nurses stated that Respondent's comments made them feel uncomfortable or embarrassed, or that they simply tried to avoid Respondent so as not hear the comments.
- E. At the conclusion of its investigation, GPS terminated Respondent's contract, and removed his credentials to provide care in any of its centers, due to "gross misconduct." GPS subsequently reported Respondent's termination to the Board.
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), and/or Med 501.02 (h), and/or the AMA Code of Medical Ethics.
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**, consisting of **at least six (6) hours**, in the areas of Ethics and Boundaries, and/or Working Effectively and Professionally on a Medical Team. The program Respondent chooses must contain at least two (2) hours training on recognizing and avoiding sexual harassment in the workplace. 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 one thousand (\$1,000.00) dollars. 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 121 South Fruit Street, Suite 301, Concord, New Hampshire.
- D. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.

- E. 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.
- F. 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. Respondent further states that no coercion, duress or improper influence by anyone has influenced his decision to sign this *Settlement Agreement*.
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.

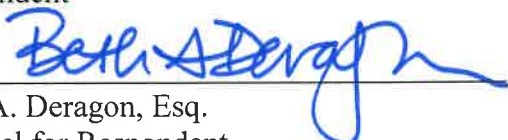
17. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
18. Respondent certifies that he has read this document titled *Settlement Agreement*. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter 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 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: 2 22 19


Howard L. Suls, MD
Respondent

Date: 2/28/19


Beth A. Deragon, Esq.
Counsel for Respondent

FOR THE BOARD/*

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

Date: April 11, 2019

Penny Taylor
(Signature)

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

/* Daniel Potenza, MD & John Wheeler, DO, Board members, recused.