

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

In the Matter of:
John Carlson, D.O.
License No.: 12567
(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 John Carlson, D.O. (“Dr. Carlson” or “Respondent”), an osteopathic 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 January 5, 2005. Respondent holds license number 12567. Respondent practices osteopathic medicine at Manchester Veterans Affairs Medical Center (“Manchester VA) in Manchester, New Hampshire.
3. On August 8, 2016, the Board received notice that a claim for medical injury had been made against Respondent. The claim alleged that Respondent had negligently

failed to properly diagnose and treat a patient's ("Patient") deep vein thrombosis, which resulted in the patient's death.

4. In response to this notification, the Board conducted an investigation.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would present evidence of the following facts, from which the Board could find that he engaged in professional misconduct:
 - A. On May 3, 2013, Patient, a 64 year old male, had outpatient arthroscopic surgery on his left shoulder.
 - B. On May 9, 2013, Patient arrived at the Manchester VA Urgent Care in a wheelchair stating, "I think I have a blood clot." Patient complained of right calf and right thigh pain as well as shortness of breath and lightheadedness. Patient's symptoms had been ongoing for three days. Patient did not typically use wheelchair to travel.
 - C. Patient's right leg was swelling and it was documented as "hot red tender along belly of calf." His oxygen saturation was 91% and his pulse was 108. Patient does not have a documented history of pulmonary disease. An ultrasound of the patient's lower extremities did not reveal deep vein thrombosis. However, "the veins of the calf were not evaluated."
 - D. Patient was discharged, to be treated with Keflex and ibuprofen, but was instructed to return if the swelling, warmth, tenderness, or pain worsened.
 - E. On May 12, 2013, Patient called the Manchester VA and stated that he is "worse" and that his right calf had continued swelling and was "hotter than

hell.” Upon returning to the Manchester VA that day in a wheelchair, Patient complained of worsening calf pain over the past two days and shortness of breath. Patient’s oxygen saturation was 90% and his pulse was 105.

- F. Respondent examined Patient and found that the swelling of patient’s calf had been reduced. Respondent documented that posterior right calf pain continues, but there is decreased erythema calor and edema. Respondent administered 30mg of Toradol and Patient’s “pain reduced to ½ within 30 min.” Respondent diagnosed Patient with “[p]hlebitis and thrombophlebitis of superficial vessels of lower extremities.”
- G. Respondent did not order a pulmonary CT angiogram to evaluate Patient’s shortness of breath in the context of a swollen calf, hypoxia, tachycardia, and lightheadedness following a recent surgery and without a documented history of pulmonary disease.
- H. Despite Patient returning with worsening symptoms, Respondent did not order a repeat ultrasound to address the risk of clot extension in the deep veins of the calf or from the superficial to the deep veins.
- I. On May 15, 2013, Patient arrived at the Jamaica Plain Veterans Affairs Medical Center for a follow-up. Patient was sent to the urgent care department because he was short of breath. Patient was subsequently transferred to the West Roxbury Veterans Affairs Medical Center where he was diagnosed with a pulmonary embolism. Patient was hospitalized for IV heparin and vascular intervention. Patient suffered a cerebellar CVA on May 18, 2013 and died.

*N.H. Board of Medicine and John Carlson, D.O.
Settlement Agreement*

An autopsy revealed that Patient died from a cerebellar infarct caused by a pulmonary emboli passing through the patent foramen ovale.

- J. After May 18, 2013, but before March of 2015, Patient's estate asserted a negligence claim against Respondent, alleging that he negligently diagnosed and treated Patient.
 - K. On March 26, 2015, Respondent incorrectly answered "No" to the question in his license renewal application filed with the Board asking whether any medical malpractice claims had been made against him in the past two years.
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 (d).
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 discipline, pursuant to RSA 329:17, VII:
- A. Respondent is REPRIMANDED.
 - B. Respondent is required to meaningfully participate in nine (9) hours of CONTINUING MEDICAL EDUCATION broken down as follows: six (6) hours in the area of diagnosing and treating thromboembolic disease and three (3) hours in the area of ethics. These hours must be in addition to the hours required by the Board for renewal of licensure and shall be completed within

*N.H. Board of Medicine and John Carlson, D.O.
Settlement Agreement*

twelve (12) 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.

- C. Respondent is assessed an ADMINISTRATIVE FINE in the amount of \$1,000. Respondent shall pay this fine in full within thirty (30) days of the effective date of this *Settlement Agreement*, 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, Concord, New Hampshire.
- D. 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.
- E. 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.

*N.H. Board of Medicine and John Carlson, D.O.
Settlement Agreement*

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


*N.H. Board of Medicine and John Carlson, D.O.
Settlement Agreement*

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*. 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: 2-11-18



John Carlson, D.O.
Respondent

*N.H. Board of Medicine and John Carlson, D.O.
Settlement Agreement*

FOR THE BOARD/*

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

Date: 3/20/2018

Penny Taylor
(Signature)

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

Frank B. Dibble, Jr, MD,
/* David Conway, MD and Nina Gardner, Board members, recused.