

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

In the Matter of:
Geoffrey M. Giordano, D.O.
License No.: 17422
(Misconduct Allegations)

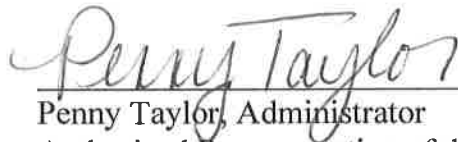
Docket #: 17-02

ORDER APPROVING SETTLEMENT AGREEMENT

The New Hampshire Board of Medicine (“Board”), at its November 1, 2017 meeting, approved a Settlement Agreement in the matter of Geoffrey M. Giordano, D.O. (“Dr. Giordano” or “Respondent”). Based on Hearing Counsel’s Petition to Approve Settlement Agreement and Cancel Hearing, dated October 17, 2017, it is the Board’s understanding that Dr. Giordano has agreed not to return to New Hampshire to practice medicine.

BY ORDER OF THE BOARD/*

Dated: November 6, 2017



Penny Taylor, Administrator
Authorized Representative of the
New Hampshire Board of Medicine

/* Board member, David Conway, M.D., recused.

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

In the Matter of:
Geoffrey M. Giordano, D.O.
License No.: 17422
(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 Geoffrey M. Giordano, D.O. (“Dr. Giordano” 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 first granted Respondent a license to practice medicine in the State of New Hampshire on February 3, 2016. Respondent holds license number 17422.
3. On March 14, 2016, the Board received information from Respondent’s former employer that disclosing a number of concerning events regarding Respondent’s professionalism in the care of patients and his relationships with staff.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's alleged unprofessional conduct.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel could prove that Respondent engaged in professional misconduct, in violation of RSA 329:17, VI (d), by the following allegations:
 - A. On January 28, 2016, a minor patient was transported to the emergency department of the hospital for a psychiatric evaluation. When Respondent entered the patient's room, the patient became aggressive and threatening. Respondent had staff call the police to remove the patient from the emergency department. Respondent discharged the patient by documenting "Patient is cleared for incarceration from a medical standpoint." Respondent's notes do not document any kind of examination other than stating "Patient medically screened." Respondent allegedly told the patient's father that the psychological evaluation could be conducted after the patient spent a few days in jail.
 - B. On January 31, 2016, Respondent was working in the emergency department of a hospital. During his shift, there were multiple instances involving a breakdown of communication regarding order entry, verbal orders and discharge instructions. Respondent reported staff for canceling orders that they allege he had actually never entered or had entered in duplicate. He also accused staff of withholding relevant information. Staff offered to show Respondent how to access information, but Respondent allegedly refused. At one point during the shift, Respondent thought the staff was talking about him

behind his back. He allegedly responded by pointing at and loudly confronting staff members. Respondent later apologized for his behavior and stated it would not happen again.

- C. On February 22, 2016, Respondent contacted the hospitalist to admit a patient with lower GI bleeding. The hospitalist attempted to assume care of the patient and conducted an examination. Following the examination, the hospitalist placed orders for continuing treatment. However, Respondent failed to relinquish care of the patient for at least three hours and placed his own orders that were contrary to the hospitalist's orders. The conflicting orders led to significant confusion among the staff. At the end of his shift on February 22, 2016, Respondent refused to sign out and leave per usual protocol.
 - D. Respondent has no intention of practicing medicine again in New Hampshire and will not renew his license when it expires in June 2018.
- 6. The Board could find that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent would have violated RSA 329:17, VI (d), Med 501.02 (h), and AMA Code of Ethics Opinion 9.045.
 - 7. Respondent acknowledges that this conduct, if proven, could constitute 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 15 hours of continuing education in the area of professionalism/inter-professional communication and 6 hours of continuing medical education in the areas of ethics. These hours shall 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.
- 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*, 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, Concord, New Hampshire.
- D. Within 30 days of the effective date of this Order, Respondent shall contact Sante Center for Healing, Argyle, Texas, for the purposes of arranging a clinical evaluation. Respondent shall complete the evaluation and submit a copy of the report to the Board within 120 days of the effective date of the *Settlement Agreement*. Respondent shall provide the evaluator with a copy of the *Settlement Agreement* and shall comply with all recommendations made in the evaluation.
- 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.

- 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.
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 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. 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: 9/26/17



Geoffrey M. Giordano, D.O.
Respondent

Date: 9/27/17



Peter A. Meyer, Esquire
Counsel for Respondent

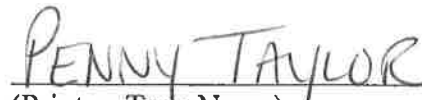
FOR THE BOARD/*

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

Date: 11/6/2017



(Signature)



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

/*Board members, recused:

David Conway, M.D.