

**STATE OF NEW HAMPSHIRE  
BOARD OF MEDICINE  
Concord, NH**

In the Matter of:  
**Mark Detweiler, M.D.**  
Lic. #6919

**Docket: 23-MED-007**

**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 Mark Detweiler, M.D. (“Dr. Detweiler” 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 310:9; RSA 310:10; and Medical Administrative Rule (“Med”) 206, the Board has jurisdiction to investigate and adjudicate this matter. Pursuant to RSA 310:10, VIII, the Board may, at any time, dispose of such allegations by settlement and without commencing a hearing.
2. The Board first granted Respondent a license to practice medicine in the State of New Hampshire on July 5, 1984. Respondent holds license number 6919.
3. On March 31, 2021, OPLC received a complaint from a patient alleging that Dr. Detweiler had verbally accosted the patient for bringing her infant to her appointment.
4. In response, the Office of Professional Licensure and Certification’s Division of Enforcement conducted an investigation and obtained information from various sources, including a written response from the Respondent.
5. Respondent acknowledges that if a disciplinary hearing were to take place, Hearing Counsel would present evidence of the following facts:

- A. Respondent is a physician licensed in New Hampshire.
- B. At all times relevant, Respondent was engaged in practice.
- C. On March 30, 2021, a female patient brought her 4-month old son to her gastroenterological appointment with the Respondent.
- D. The Respondent saw through the reception window that the patient was sitting with her son in the waiting room and asked in a raised voice such that the patient could hear it, "is that an \*expletive\* baby out there?"
- E. A few seconds later, the Respondent entered the waiting room and aggressively demanded that the patient explain why she had brought a baby to a 45-minute appointment, causing the patient to feel threatened and unsafe. When the patient requested to reschedule the appointment, the Respondent muttered expletives under his breath and slammed the waiting room door. The patient left.
- F. In a written response to OPLC investigators, the Respondent did not dispute the alleged facts of the incident with the patient and acknowledged that his behavior was "unacceptable."
- G. The Respondent's public disciplinary history is as follows:
  - a. 2000 – Settlement Agreement – Respondent was reprimanded and ordered to attend a psychiatric evaluation for unprofessional and disrespectful behavior towards a nurse.
  - b. 2004 – Settlement Agreement – Respondent was reprimanded and paid a \$4,000 fine for unprofessional behavior regarding the sale of certain supplements to a patient.

- H. The Respondent has made voluntary efforts to seek behavioral evaluation and treatment through the New Hampshire Professionals Health Program (“NHPHP”) and other treatment providers following these incidents. NHPHP has informed the Division of Enforcement that the Respondent has complied with all treatment recommendations, has had a workplace monitor, and NHPHP deems him safe to practice.
6. The Respondent acknowledges that the forgoing facts, if proven, could form a basis for the Board to impose discipline under RSA 329:17, VI.
7. The Board finds that the foregoing facts form the basis for the Board to impose discipline pursuant to NH RSA 329:17, VI(d) for unprofessional conduct.
8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 310:12:
- A. Respondent shall be **REPRIMANDED** pursuant to RSA 310:12, I(a).
- B. Respondent is required to meaningfully participate in ten (10) hours of **CONTINUING MEDICAL EDUCATION** pursuant to RSA 310:12, I(d)(2). These hours shall be in the areas of civility and respect in the workplace, behavioral management, and/or professionalism, or other such areas as recommended by NHPHP. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within 180 days of the *Effective Date*. Respondent shall provide written proof of completion to the Board and Hearing Counsel.
- C. The Respondent shall **SUBMIT TO THE OBSERVATION** of the New Hampshire Professionals Health Program (“NHPHP”). The Respondent shall

undergo such psychiatric and/or behavioral evaluation recommended by NHPHP.

The Respondent shall enter into a monitoring agreement, if recommended by NHPHP or other treatment providers. The Respondent shall comply with all directives, treatment recommendations, and terms of any NHPHP Monitoring Agreement and as otherwise recommended by NHPHP or his treatment providers.

- D. Respondent shall pay an **ADMINISTRATIVE FINE** of ten thousand dollars (\$10,000), where all but two thousand dollars (\$2,000) of which shall be stayed for two (2) years, conditioned on no further findings of misconduct from conduct arising within the two (2) year period and compliance with all other terms of this agreement. The imposed portion shall be paid within 90 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 7 Eagle Square, Concord, New Hampshire, 03301. No separate invoice shall issue. Payment shall include a copy of this Settlement Agreement or a note including the docket number and indicating the payment is made in compliance with a settlement agreement with the Board.
- E. Respondent shall reimburse to OPLC **INVESTIGATIVE COSTS** in the amount of two thousand five hundred dollars (\$2,500), where all shall be stayed for two (2) years conditioned on no further findings of misconduct from conduct arising within the two (2) year period and compliance with all other terms of this agreement. The imposed portion shall be paid within 90 days of the effective date of this Settlement Agreement in accordance with the instructions in paragraph 8(d).

9. 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 that require a 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.
10. 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 license or directly or indirectly involves patient care, and to any governmental agency or authority that licenses, certifies or credentials physicians, to which Respondent may apply for any such professional privileges or recognition.
11. 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.
12. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the conduct described above. However, the Board may consider this conduct as evidence of a pattern of conduct in the event that similar conduct 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 in any future matter.
13. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
20. Respondent certifies that he has fully and completely read and understood this document titled *Settlement Agreement*.
21. 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.

22. 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: 1/22/2024

  
\_\_\_\_\_  
Mark Detweiler, M.D.  
Respondent

**FOR THE BOARD**

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

Date: 2/7/24  
Effective Date

  
\_\_\_\_\_  
(Signature)

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