

**STATE OF NEW HAMPSHIRE
BOARD OF MEDICINE
CONCORD NH 03301**

In the Matter of:
Leonardo Riella, MD
License #21716

Docket# 23-MED-006

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 Leonardo Riella ("Respondent"), a physician licensed by the Board, do hereby stipulate and agree to resolve certain allegations of violations of rules and laws regulating the profession now pending before the Board in accordance with 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. Pursuant to RSA 329:17-c and Med 410, the Board may impose reciprocal disciplinary sanctions on the basis of disciplinary action taken by another jurisdiction.
3. The Board first granted Respondent a license to practice as a physician in the state of New Hampshire on July 9, 2021. Respondent holds license number 21716, which expires on June 30, 2023.

4. Respondent first held a license to practice as a physician in Massachusetts in 2007.
5. Respondent stipulates to the following facts:
 - A. On June 30, 2022 in response to allegations raised before the Massachusetts Board of Registration in Medicine in a complaint, the Massachusetts Board issued a Final Decision and Order to indefinitely suspend the Respondent's license to practice medicine, with an immediate stay of that suspension for ninety (90) days to allow for payment of a fine of \$2,500 and a plan, to be pre-approved by the Board, for completion of ten (10) days of Category 1 Continuing Professional Development courses, in addition to those required for licensure, in the area of patient medical record confidentiality and requirements of the Health Insurance Portability and Accountability Act (HIPPA). Upon fulfillment of those requirements on September 8, 2022, the suspension was terminated.
 - B. Those allegations were based on a complaint to Massachusetts from Patient A alleging that, on May 10, 2016, Respondent used his privileges at a Massachusetts medical facility to access Patient A's electronic medical records and appointment calendar. The Respondent was not treating and had never previously treated Patient A.
 - C. This inappropriate medical record access was conducted to gain confidential information regarding Patient A's medical treatment calendar while the Respondent was engaged in an unrelated civil suit against Patient A.

- D. Respondent further allegedly disclosed that appointment information to another person, either his wife or his lawyer.
6. The Board finds that Respondent committed the acts described above and concludes that, by engaging in such conduct, Respondent violated NH RSA 329:17, VI(d).
7. Respondent acknowledges that the allegations and facts set forth in paragraph 5 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. WHEREFORE, Respondent consents to the Board imposing the following discipline, pursuant to RSA 329:17 VII:
- A. Respondent's license shall be **SUSPENDED** for a period of six (6) months beginning at the effective date, as defined further below, of this *Settlement Agreement*. The entire period of suspension shall be stayed for a period of six (6) months provided Respondent complies with all terms and conditions of this *Settlement Agreement* and all Massachusetts Board discipline, and has no other disciplinary actions for acts occurring within the six-month period.
- B. Respondent is required to meaningfully participate in and complete ten (10) hours of **CONTINUING MEDICAL EDUCATION** in the areas of patient medical record confidentiality and requirements of the Health Insurance Portability and Accountability Act (HIPPA). 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. The course used for fulfilling the discipline imposed by the Massachusetts Board of Registration in Medicine shall satisfy this requirement.

- C. Respondent is assessed an **ADMINISTRATIVE FINE** in the amount of two thousand five hundred dollars (\$2,500.00). Respondent shall pay this fine in full within forty-five (45) 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 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.
9. Should Respondent fail to comply with any of the terms of this *Settlement Agreement*, the Board reserves the right to suspend Respondent's license or impose other authorized discipline.
10. 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. However, the Board may consider this misconduct as evidence of a pattern of conduct 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 Settlement Agreement as a factor in determining appropriate discipline should any future misconduct be proven against Respondent in the future.

11. This *Settlement Agreement* shall become a permanent part of the 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 other than those terms and conditions expressly stated herein.
13. Respondent understands that entering into this *Settlement Agreement* is a final act and not subject to reconsideration, judicial review, or appeal.
14. Respondent agrees to support the adoption of this agreement by the Board.
15. Respondent understands that this agreement is an adverse action against Respondent's license and will be reported to all relevant jurisdictions.
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* has prejudiced Respondent's right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
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 *Settlement Agreement*.
18. Respondent is not under the influence of any drugs or alcohol at the time s/he signs this *Settlement Agreement*.
19. Respondent certifies that he has read this document titled *Settlement Agreement*. Respondent understands that s/he has the right to a formal adjudicatory hearing

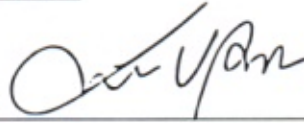
concerning this matter and that at said hearing he would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, quality and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, s/he waives these rights as they pertain to the misconduct described herein.

20. 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 and shall become final after 30 days pursuant to Plc 205.04.

[Signatures on next page.]

FOR RESPONDENT

Dated: July 20th, 2023



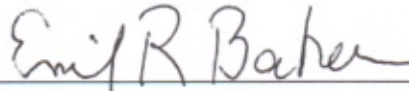
Leonardo Riella, MD,
Respondent

FOR THE BOARD

ACCEPTED BY THE BOARD OF MEDICINE on this ____ day of _____, 2023
("Effective Date").

Date: _____

8/2/23


(Signature)

Authorized Representative of the
NH Board of Medicine