

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

In the Matter of:
Jason B. Terrell, MD
No.: 15329
(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 Jason B. Terrell, MD (“Dr. Terrell” 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 matters by settlement and without commencing a disciplinary hearing.
2. At all relevant times, Dr. Terrell was the chief medical officer for Any Lab Test Now, which maintained a franchise location in Merrimack, New Hampshire (“Any Lab Test Now”).
3. This matter arises out of the administration of Vitamin B12 injections intended for elective supplementation to customers of Any Lab Test Now pursuant to two standing orders issued by Respondent. Respondent denies any intentional wrongdoing and

maintains that no customers of Any Lab Test Now have ever claimed to have suffered harm through the administration of these injections.

4. The Board first granted Respondent a license to practice medicine in the State of New Hampshire on July 6, 2011. Respondent holds license number 15329.
5. In October 2015, the Board received information that Any Lab Test Now was providing Vitamin B12 injections, but not for treatment of a specific medical diagnosis.
6. In response, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's issuance of two standing orders for the administration of Vitamin B12 injections to customers without the establishment of a traditional physician-patient relationship.
7. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would introduce evidence seeking to prove that Respondent's company was administering Vitamin B12 injections in violation of RSA 329:17, VI by the following facts:
 - A. Respondent was the Medical Director for the medical business entity "Any Lab Test Now," located in Merrimack, NH. This facility is classified as a collections station.
 - B. Respondent resides in Texas and does not provide any on-site services for Any Lab Test Now.
 - C. Any Lab Test Now offered two types of Vitamin B12 injections: a standard B12 product containing cyanocobalamin, and Lipotropic with Vitamin B12

which is custom compounded. Both of these products require a prescription prior to administering.

- D. Any Lab Test Now offered Vitamin B12 injections from August 2011 through October 29, 2015.
- E. On January 12, 2015, Respondent provided Any Lab Test Now a “Standing Order for Lipotropics with B12” for the purpose of administering B12 to “patients for various treatments, such as pernicious anemia and Vitamin B12 deficiency.” This order was effective until Respondent rescinded it immediately upon notice from the Board in October 2015, and recognizing that the word “treatments” had been included in the standing order.
- F. On March 19, 2015, Respondent issued a “Standing order for Vitamin B12 Injection,” to customers for, “various treatments, such as pernicious anemia, vitamin B12 deficiency and possible general health enhancement.” This order was effective until Respondent rescinded it immediately upon notice from the Board in October 2015, and recognizing that the word “treatments” had been included in the standing order.
- G. Under Respondent’s standing orders, Any Lab Test Now provided both types of Vitamin B12 injections to customers until Respondent rescinded the standing orders in October 2015. Under the Any Lab Test Now protocol, a customer might elect to receive an injection every two weeks.
- H. During the time of the standing orders, no physician was staffed at the Any Lab test Now in Merrimack, NH. Furthermore, neither Respondent nor any

other practitioner performed a physical examination, established a diagnosis, developed a treatment plan, or issued an individual prescription prior to administering a Vitamin B12 injection to a customer.

- I. Neither Respondent nor staff at Any Lab Test Now created or maintained records of a doctor-patient relationship for the customers receiving B12 injections. Respondent and Any Lab Test Now did keep other records for customers receiving in B12 injections, including a Vitamin B12 history and consent form, and a question and answer form which a customer was required to read and sign. Any Lab Test Now also recorded the Vitamin B12 manufacturer, lot number and expiration date, the amount administered, as well as the body area where Any Lab Test Now administered the injection.
8. 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 (i); 329:17, VI (k); 329:1-c; and Med 501.02 (d) & (e) by issuing standing orders for Vitamin B12 injections without establishing a physician-patient relationship.
9. Respondent acknowledges that the Board's finding constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a physician in the State of New Hampshire.
10. Pursuant to the terms of this Settlement Agreement, 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 two (2) hours of continuing medical education in the area of prescribing practices. 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 thirty (30) 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 \$3,000. 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 2 Industrial Park Drive, Suite 8, 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 license and directly 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 work which requires a medical license and directly 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.

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 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 allegations be proven against Respondent in the future.
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 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 facts described herein.
21. 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: March 28, 2017



Jason B. Terrell, MD
Respondent

Date: April 13, 2017



Brendan P. Mitchell, Esq.
Counsel for Respondent

FOR THE BOARD/*

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

Date: May 10, 2017



(Signature)

PENNY TAYLOR

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

/*, Board members, recused:

David Conway, MD

