

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

In the Matter of:  
**Pongpeera Taytawat, MD**  
**License No.: R2749**  
(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 Pongpeera Taytawat, MD (“Dr. Taytawat” 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 resident training license to practice medicine in the State of New Hampshire on July 1, 2015. Respondent held license number R2749. Respondent’s license expired on September 2, 2016.
3. On September 8, 2016, the Board received information from Dartmouth Hitckcock Medical Center stating that Pongpeera Taytawat MD was dismissed from the

Cardiovascular Fellowship Program at effective September 2, 2016, due to issues relating to professionalism.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's alleged lack of professionalism.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct, in violation of RSA 329:17, VI (a), and (d) , by the following facts:
  - A. On February 26, 2015, the Board received an "Application for Training License Residents and Graduate Fellows" that had been signed by Respondent. In his application, Respondent responded "No" to Question number 3 which asked, "Have you ever been reprimanded, sanctioned, restricted or disciplined in any activities involving medical education or practice?"
  - B. Respondent failed to disclose that on November 21, 2013, he had been placed on administrative leave and removed from clinical responsibilities during his residency training at Advocate Illinois Masonic Medical Center.
  - C. On January 3, 2015, the Illinois Department of Financial and Professional Regulation, Division of Professional Regulation filed a complaint against Respondent who held a temporary license (no. 125.059068) which had previously expired. The Department in its complaint states that between July 1, 2011 and July 27, 2014 the Respondent was a resident in the Internal Medicine Residency Program at Advocate Illinois Masonic Medical Center in Chicago Illinois. On November 20, 2013 members of the Clinical

Competency Committee of the Department of Medicine at Advocate Illinois Medical Center met to review several actions by Respondent that were deemed serious breaches of professional ethics. It found that between July 1, 2011 and November 20, 2013, he had engaged in unprofessional conduct on at least three occasions including the following specific events:

- a. Respondent requested that his Program Director prepare a letter of recommendation for him to submit with his application to prospective fellowship programs. After the letter was prepared, Respondent modified the letter dramatically such that the content was completely different from the original letter and he then resubmitted it to the Program Director for her signature.
- b. Respondent was required to give a case presentation at a resident conference related to a patient he had treated within the scope of his residency training. Instead of preparing a presentation based on one of his patients, Respondent plagiarized material from a published medical journal, which did not relate to any patient he had treated.
- c. While applying for fellowship programs, Respondent stated in fellowship applications that Advocate Illinois Masonic Medical Center was affiliated with the University of Illinois, despite his knowing that Advocate Illinois Masonic Medical Center was not affiliated with the University of Illinois.

- D. On May 12, 2015, the Illinois Board of Medicine indefinitely suspended Respondent's Temporary Medical License after he failed to respond to the allegations in the complaint.
  - E. On April 20, 2016, Respondent was placed on the federal exclusions list by the Office of Inspector General.
  - F. Respondent never reported to the Board the disciplinary actions taken by the Illinois Board of Medicine or the Office of Inspector General.
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 (a) and (d) and Med 403.03.
7. Respondent acknowledges that this conduct 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. Respondent consents to the Board imposing the following discipline, pursuant to RSA 329:17, VII:
- A. Respondent is reprimanded.
  - B. Respondent is not currently licensed by the Board. However, the Board may consider this misconduct as evidence of Respondent's character in the event that Respondent submits any applications for licensure in the future.
  - 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 S. Fruit Street, Concord, New Hampshire.

9. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above.
10. This *Settlement Agreement* shall become a permanent part of Respondent’s file, which is maintained by the Board as a public document.
11. 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.
12. 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.
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 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.

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: 7/19/2017

*Pongpeera Taytawat*

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Pongpeera Taytawat, MD  
Respondent

**FOR THE BOARD/\***

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

*N.H. Board of Medicine and Pongpeera Taytawat, MD  
Settlement Agreement*

Date: August 4, 2017

Penny Taylor  
(Signature)

PENNY TAYLOR  
(Print or Type Name)

Authorized Representative of the  
New Hampshire Board of Medicine

/\* Board members, recused: