

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

In the Matter of:
Elizabeth Hoffman, MD
License No.: 16641
(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 Elizabeth Hoffman, MD (“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 June 4, 2014. Respondent holds license number 16641. Respondent practices Emergency Medicine at Concord Emergency Medical Associates/Concord Hospital, in Concord, New Hampshire.

3. On or about January 27, 2017, the Board received notice of a medical malpractice lawsuit filed in Merrimack Superior Court against Respondent and others. The Plaintiffs in the lawsuit are the parents of a thirteen year old girl (“Patient”) who died from a brain tumor after being treated by Respondent and others at the Concord Hospital and Emergency Department (“ED”) on May 1-2, 2016.
4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent’s treatment of the Patient in the ED on May 1, 2016.
5. The Board’s investigation revealed, and Respondent stipulates that, if a disciplinary hearing were to take place, Hearing Counsel would introduce evidence and seek to prove that Respondent engaged in professional misconduct, in violation of RSA 329:17, VI (c) and/or (d), and/or Med 501.01 (a), and/or Med 501.02 (e) (1), based upon the following facts:
 - A. Respondent was on duty as an emergency physician at Concord Hospital on May 1, 2016. Patient arrived at the ED at approximately 10:17 a.m. with her father, with a complaint of a migraine headache. Patient’s father reported that she had had a “migraine on and off for the past week.” He further reported that she had a history of headaches for quite some time. Respondent documented that the father stated that this headache felt similar to headaches she had in the past, but this headache had been “more persistent.” Patient’s father stated that Patient’s current symptoms were similar to her past headaches. Patient felt well

the day before her presentation to the ED. Patient had visited her pediatrician twice within the previous 10 days for headache, and had been diagnosed with migraine, and possibly a sinus infection.

B. Respondent evaluated Patient at approximately 10:40 a.m. Patient reported that she had been awakened by this headache at 3:00 a.m., and had begun vomiting at that time, which continued for several hours. The vomiting had ceased by the time she presented to the ED. Respondent conducted a neurological examination of Patient, which was normal. The patient was documented to be awake, alert and oriented. Patient's mother reported a family history of migraines on the maternal side of the family. Respondent did not seek consultation with or records from Patient's outside pediatrician. These records document a first visit to the pediatrician with complaints of headaches on 2/28/16.

C. Respondent ordered pediatric doses of a combination of three medications commonly used to treat migraines (Compazine, Benadryl, and Toradol). These medications are known to cause sedation. Patient was administered these medications at approximately 11:45 a.m.

D. Respondent re-evaluated Patient at 1:00 p.m. and 2:50 p.m. These re-evaluations did not include a complete repeat neurological evaluation. Respondent documented that nursing reported that the patient was able to sit up and respond to their questions, but Respondent noted Patient was sleepy during

both of her re-evaluations, and, at one point was “not following commands.” In an entry to the medical record dictated on May 13, 2016, Respondent noted that, when she visited Patient again at 4 p.m., Patient awakened with verbal stimulation, stated that her pain had improved to 4/10, and was following commands. Again, a complete neurological evaluation was not repeated.

- E. At approximately 3:30 p.m., Respondent requested a pediatric consult. The pediatric hospitalist on duty evaluated Patient at approximately 3:40 p.m. He concluded that Patient’s sleepiness was likely due to the sedating medications and lack of sleep, or was possibly behavioral. He felt that it was reasonable to observe Patient further in the ED and allow her medications to wear off and discharge her home later if her mental status improved. The pediatric hospitalist did not wake Patient to repeat a neurological examination.
- F. When Respondent went off duty at 4:00 p.m., she had concluded that, in light of Patient’s normal neurological examination and headache history, Patient likely had a migraine headache and remained sleepy due to medications and lack of sleep. Respondent considered the possibility of a neurological cause of the patient’s symptoms, but decided it was unlikely. She therefore ordered an outpatient brain MRI to be done within 1-3 days of patient’s discharge from the ED, but did not order an emergent brain CT in the ED to rule out a neurological cause. Respondent gave a report to the oncoming emergency department physician on the next shift starting at 4:00 p.m.

- G. At approximately 8:40 p.m., the decision was made to admit Patient to the pediatric floor for further observation. At approximately 1:30 a.m. on May 2, Patient went into cardiac arrest, and was revived. An emergency CT scan was ordered, which revealed the presence of the brain tumor. Although emergency treatment to reduce the pressure in Patient's brain was undertaken, and Patient was transferred to Dartmouth Hitchcock for brain surgery, she died a few days later.
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 329:17, VI (c) and/or (d), and/or Med 501.01 (a), and/or Med 501.02 (e) (1).
7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against her 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 a program of **CONTINUING MEDICAL EDUCATION for eight (8) hours**, split equally between the areas of (a) history taking from, and evaluation, assessment, and diagnosis of, the headache patient, and (b) history taking and assessment of the emergency room patient. 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.

- C. Respondent is assessed an **ADMINISTRATIVE FINE** in the amount of one thousand dollars (\$1,000.00). 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, Suite 301, Concord, New Hampshire, 03301.
- D. Respondent is assessed **INVESTIGATIVE AND PROSECUTION COSTS** in the amount of two-thousand dollars (\$2,000.00), pursuant to RSA 332-G:11. Respondent shall pay these costs 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,” and containing the memo “Investigative costs; RSA 332-G:11,” to the Board’s office at 121 South Fruit Street, Suite 301, Concord, New Hampshire, 03301.
- E. Respondent shall bear all costs of the treatment, evaluation, and reporting required by this *Settlement Agreement*, but she shall be permitted to share such costs with third parties.

- F. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
 - G. 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, and to any agency or authority which licenses, certifies or credentials physicians, with which Respondent is presently affiliated.
 - H. 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, and to any agency or authority that licenses, certifies or credentials physicians, to which Respondent may apply for any such professional privileges or recognition.
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 this misconduct as evidence 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 Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.

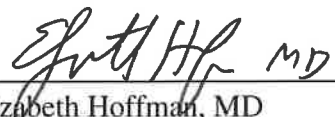
11. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
12. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein. Furthermore, no improper influence, coercion, or duress has contributed to Respondent's decision to sign this *Settlement Agreement*.
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 her 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 her choosing in connection with their 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 her 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 she signs this *Settlement Agreement*.
18. Respondent certifies that she has read this document titled *Settlement Agreement*. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her 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*, she 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: 10/30/19



Elizabeth Hoffman, MD
Respondent

Date: _____

Gregory G. Peters, Esq.
Counsel for Respondent

FOR THE BOARD/*

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

Date: November 7, 2019

Penny Taylor
(Signature)

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

/* David Conway, MD & Nina Gardner, Board members, recused.