

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

In the Matter of:
Farhaad Riyaz, M.D.
Med Lic. 20785
(Reciprocal Board Action)

Docket No.: 22-MED-013

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 Farhaad Riyaz, M.D., (the "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; RSA 310-A:1-j; and Medical Administrative Rule ("Med") 206, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct. Pursuant to Med 410.01, after receiving notice that the licensee has been subjected to disciplinary action by a licensing authority of another jurisdiction, the Board may impose reciprocal discipline provided the licensee is given an opportunity to demonstrate why discipline should not be imposed. Pursuant to RSA 329:18-a, III and RSA 310-A:1-k, 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 08/31/2020. Respondent holds Compact Physician license number 20785. Respondent's Compact Physician license expired on 06/30/2022.
3. On or about 02/04/2022, the Board received a self-report from the Respondent and obtained information from other state licensing boards.
4. On 06/20/2022, the Board issued *Notice of Disciplinary Show Cause Hearing 09/07/22 @ 12:00 PM* providing the Respondent an opportunity to demonstrate why reciprocal action should not be taken in New Hampshire in relation to disciplinary action taken by other state licensing boards against the Respondent.
5. Respondent stipulates that if a show cause/disciplinary hearing were to take place, Hearing Counsel could introduce evidence from which the Board could conclude that Respondent engaged in professional misconduct by the following facts:
 - A. Respondent held a Compact Physician license in New Hampshire from 08/31/2020 to 06/30/2022. Respondent's current State of residence and principal licensure is Michigan. His current State of Principle License under the Interstate Medical Licensure Compact is Illinois.
 - B. On 12/13/2021, Respondent plead guilty to a felony charge of mail fraud, in violation of 18 U.S.C. 1341, in the United States District Court for the Eastern District of Virginia.
 - C. On 07/07/2022, Respondent entered a *Consent Order and Stipulation* with the State of Michigan Board of Medicine based upon the described conviction, among other considerations, in resolution of Complaint No. 43-22-001303.

6. The Board finds that there is sufficient evidence to conclude that the Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 329:17, VI (j).
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 pursuant to RSA 329:17 and Med 410.01.
8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 329:17, VII:
 - A. Respondent is placed on **PROBATION** for a period beginning on the effective date of this agreement and ending on 07/07/2023 ("Probationary Period"). At the conclusion of the Probationary Period, the Respondent shall be automatically discharged from probation, provided the Board has received satisfactory written evidence of the Respondent's successful compliance with the terms and conditions as provided below. If Respondent fails to complete any material term or condition of probation as set forth in this *Settlement Agreement*, the probationary period shall continue until the Respondent petitions the Board to lift the terms of probation at a Show Cause Hearing where the Respondent shall bear the burden of proof to demonstrate completion of the terms of probation and fitness to practice. The terms and conditions of the probation are as follows:
 - i. Counseling. Respondent shall continue treatment on a prescribed basis with Debora Ferguson, M.D. Respondent shall remain in treatment

throughout the probation period or until the therapist discharges him from treatment, whichever occurs first. Respondent shall enter a secondary monitoring agreement with New Hampshire Professionals Health Program ("NHPHP") and shall complete an intake interview with Dr. Molly Rossignol within thirty (30) days of the effective date of this agreement. The Respondent's therapist shall forward all quarterly reports addressing Respondent's mental ability to practice safely to the Board and NHPHP within two business days of sending the report to the State of Michigan Department of Licensing and Regulatory Affairs.

- ii. Designated Counselor Change. If at any time during the period of probation Debora Ferguson, M.D. is unable to treat Respondent, Respondent shall seek treatment with another mental health provider who is licensed and in good standing with his State of Principal License. Respondent shall report this information in writing, including the new provider's curriculum vitae, to NHPHP and the Board within 30 days of the change.
- iii. Designated Residential and State of Principal License Change. Respondent shall inform NHPHP and the Board within 20 days, in writing, upon a change of the Respondent's state of residence and/or State of Principal License.

- B. Respondent is assessed an **ADMINISTRATIVE FINE** in the amount of two thousand five hundred dollars (\$2,500.00 USD). All but one thousand five hundred dollars (\$1,500.00) is suspended during the Probationary Period, provided the Respondent complies with all provisions of this *Settlement Agreement* and the Board makes no additional finding of misconduct following an adjudicative hearing for conduct occurring during the Probationary Period. If the Board makes no such finding of misconduct subject to RSA 332-G:9 statute of limitations, the suspended portion shall terminate. The payment of **one thousand five hundred dollars (\$1,500.00 USD)** shall be made within thirty (30) days of the effective date of this *Settlement Agreement*. All payments shall be in the form of a check or money order made payable to the Treasurer, State of New Hampshire and shall specify on the memo line that the payment is for "BOM Administrative Fine". Payment shall be sent with a printed copy of this *Settlement Agreement*. Payment shall be sent to:

ATTN: OPLC Finance and Board of Medicine
Office of Professional Licensure and Certification
7 Eagle Sq.
Concord, NH 03301

9. The Board agrees to the following terms regarding reinstatement/renewal of Respondent's license:
- A. Respondent must submit a complete application for reinstatement/renewal of license pursuant to RSA 329:16-a, RSA 329:16-h and/or RSA 329:16-e.

- B. The Board agrees that the Respondent's conduct described above, related thereto, or any discipline in this or other licensure jurisdictions as a result of the conduct described above or related thereto shall not form a basis for denial of application for reinstatement/renewal. However, the Board may deny the Respondent's application for reinstatement/renewal for failure to meet any other requirement pursuant to RSA 329:16-a, RSA 329:16-h and/or RSA 329:16-e. And however, the agreed conduct may be considered by the Board in any future disciplinary proceedings as evidence of a pattern of conduct and as a factor in establishing future discipline.
- C. Prior to approval of reinstatement/renewal, the Respondent shall pay the Administrative Fine and demonstrate completion of the intake interview with Dr. Molly Rossignol of NHPHP.
10. Within ten (10) days of the effective date of this agreement, 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 State agency which licenses or registers physicians in which Respondent holds an active license.
11. For the effective length of the Probationary Period, 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 State agency which licenses or registers physicians to which Respondent may apply for licensure.

12. Respondent's breach of any material 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.
13. In the event this Settlement Agreement becomes the Order of the Board, the Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
14. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the conduct described above and any conduct related thereto and constitutes the final agency action herein.
15. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
16. 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.
17. This Settlement Agreement, consisting of 9 pages and a Certificate of Service, constitutes the complete statement of the parties' agreement and cannot be modified without the prior, written consent of both the Board and Respondent.
18. The Board agrees that in return for the parties executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein and reasonably related thereto.
19. The parties agree that this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.

20. 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 and is so represented.
21. 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 and inadmissible in any New Hampshire adjudicatory forum for any purpose. 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.
22. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
23. 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.

24. 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 served on Respondent and his counsel of record by e-mail and or USPS to their e-addresses and addresses of record.

FOR RESPONDENT

Date: 8/2/2022

Farhaad Riyaz
Farhaad Riyaz, M.D. (print)
Respondent

Date: 8/2/2022

[Signature]
(signature)

FOR THE BOARD

This Settlement Agreement is adopted as the Order of the Board and this proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 9/16/2022

Christine L. Senko
(Signature)

Christine L. Senko
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Medicine