

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

In the Matter of:
Patrick W. Lanzetta, M.D.
License No.: 5529
(Misconduct Allegations)

Docket No.: 20-MED-0006

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 Patrick W. Lanzetta, M.D. ("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 14, 1976. Respondent holds license number 5529. Respondent practices Hospice Medicine at Cornerstone VNA and Hospice and Wound Care at Frisbie Memorial Hospital both located in Rochester, NH. He retired from an emergency room practice seven (7) years ago.
3. On or about June 26, 2018, the Board received a complaint from Michelle Ricco Jonas, Manager of the New Hampshire Prescription Drug Monitoring Program

("NHPDMP"). In pertinent part, Respondent was alleged to have accessed the NHPDMP to obtain prescription drug information regarding his son's girlfriend ("M.K.") when M.K. was not his patient.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's alleged conduct.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would introduce evidence from which the Board could conclude that Respondent engaged in professional misconduct, by the following facts:
 - A. On or about September 25, 2017, at approximately 5:32 a.m., M.K. presented to the emergency room at Portsmouth Regional Hospital ("PRH") in Portsmouth, New Hampshire. M.K. remained in the care of physicians at the PRH emergency room until she was admitted to another unit in PRH at approximately 7:30 p.m. that same day.
 - B. That same day, at approximately 7:03 p.m., while M.K. was a patient in the PRH emergency room, Respondent queried the NHPDMP for M.K.'s prescription drug history dating from September 25, 2014 to September 25, 2017. However, Respondent could only access information going back to 2015 as the older records had been purged from the NHPDMP.
 - C. At the time Respondent conducted the NHPDMP search, M.K. was under the care of medical providers in the PRH emergency room.
 - D. There has never been a Provider-Patient relationship between M.K. and Respondent.

6. The Board finds that there is sufficient evidence to conclude that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 318-B:36, V; and RSA 329:17, VI(d); and Med 501.02(m).
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 required to meaningfully participate in and complete ten (10) hours of **CONTINUING MEDICAL EDUCATION** in the areas of the NHPDMP, and/or ethics pertaining to confidentiality and accessing protected patient information or other related topics acceptable to the Board. 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 7 Eagle Square, Concord, New Hampshire.

- D. Respondent shall pay the **COSTS OF INVESTIGATION** in the amount of one thousand dollars (\$1,000.00). Respondent shall pay this cost of investigation 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 7 Eagle Square, Concord, New Hampshire. The money order or bank check must include a notation on the memo line that the costs of investigation are paid pursuant to RSA 332-G:11.
- E. 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.
- F. 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. 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, in accordance with the following process:

1) The Board will notify Respondent, in writing, of the Board's finding of Respondent's non-compliance and the suspension and/or additional discipline it intends to impose for such non-compliance. Respondent will have ten (10) days, from the date of the Board's notification of non-compliance, to request a show cause hearing before the Board. If Respondent timely requests such a hearing, the Board will schedule a show cause hearing for its next available hearing slot. At the hearing, Respondent will have the burden of demonstrating to the Board either why his license should not be suspended or additional discipline imposed for non-compliance or that he is in compliance with this *Settlement Agreement*.

2) Respondent has stipulated to the facts set out in Section 5 of this agreement and acknowledges and agrees that those facts cannot be challenged in any hearing regarding enforcement of this *Settlement Agreement* provided,

however, that Respondent reserves the right to contest those facts in any proceedings not before the Board, including, but not limited to, any criminal proceedings. This stipulation shall not be construed as an admission of guilt or liability, and shall be inadmissible as evidence, in any such criminal or other proceedings not before the Board. After the hearing, the Board will issue an order explaining its reasons for imposing, or not imposing, a suspension of Respondent's license, and/or any other discipline within the terms of RSA 329:17, VII.

3) If Respondent does not request a show cause hearing within ten days of the date of the Board's notification of non-compliance, the license suspension and/or additional discipline outlined in the notice of non-compliance shall be imposed. Any imposed suspension or additional discipline shall remain in effect until Respondent comes into compliance with this *Settlement Agreement* and the Board notifies Respondent in writing that the suspension or additional discipline has been lifted unless such discipline is a license revocation.

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 him other than those terms and conditions expressly stated herein.
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 his 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 his choosing in connection with his decision to enter into this *Settlement 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, or by, 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.
17. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
18. Respondent certifies that he has read this document titled *Settlement Agreement*. Respondent understands that he has the right to a formal adjudicatory hearing

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Settlement Agreement*

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.

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: 12 28 2020

Patrick W. Lanzetta, M.D.
Patrick W. Lanzetta, M.D.
Respondent

Date: 12/28/2020

Pete W. Mosseau, Esq.
Pete W. Mosseau, Esq.
Counsel for Respondent

FOR THE BOARD/*

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

Date: 1/8/2021 (CS)
1/8/2021

Christine L. Senko
(Signature)

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

/* [recused member(s)]; Board members, recused.

* Gil Fancuillo, MD