

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

In the Matter of:
Liezl G. Irisari, MD
License No.: 17569
(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 Liezl G. Irisari, 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 May 4, 2016. Respondent holds license number 17569. Respondent practices obstetrics and gynecology in Gardner, Massachusetts.
3. On August 23, 2017, the Board received a letter from Respondent informing the Board that she received a Reprimand from the Maryland State Board of Physicians ("Maryland Board").

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's conduct underlying the August 4, 2017 Consent Agreement between Respondent and the Maryland Board.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would seek to introduce evidence from which the Board could conclude that Respondent engaged in professional misconduct, in violation of RSA 329:17, VI (d), by the following facts:
 - A. The Board issued Respondent, who is board certified in obstetrics and gynecology, a license to practice medicine in New Hampshire, License Number 17569, on May 4, 2016. Respondent is also licensed to practice in Massachusetts and Florida.
 - B. Before moving to New Hampshire, Respondent was living and practicing as an OBGYN in Berlin, Maryland. The Maryland Board issued Respondent a license on November 6, 2014. Respondent allowed her Maryland license to practice medicine to expire on September 30, 2016 because she relocated to New Hampshire.
 - C. On or about June 28, 2016, a complaint was filed with the Maryland Board alleging Respondent prescribed medications for herself and her spouse from approximately January, 2015 through June 2016, contrary to the American Medical Association Code of Medical Ethics, Opinion 8.19.

- D. Respondent maintained a medical record for her spouse, but did not place copies of the prescriptions she wrote for her spouse in the medical record. Respondent did not maintain a medical record for herself.
 - E. The majority of the violations occurred before Respondent was licensed in New Hampshire.
 - F. Maryland prescription records indicate that three (3) violations and one (1) attempted violation occurred in Maryland after Respondent was licensed in New Hampshire.
 - G. None of the violations involved opioid medication, nor did they occur in New Hampshire.
 - H. On August 4, 2017, the Maryland Board and Respondent entered into a Consent Agreement that resulted in a Reprimand and the imposition of a \$1,000.00 fine.
 - I. By letter dated August 23, 2017, Respondent informed the Board of the Maryland Consent Agreement.
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 (d).
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 assessed an ADMINISTRATIVE FINE in the amount of \$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, Concord, New Hampshire.
 - C. 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.
 - D. 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.
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 her 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 rights 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: _____



Liezl G. Irisari, MD
Respondent

Date: 10/29/18



Joel Rosen, Esq.
Counsel for Respondent

FOR THE BOARD/*

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

Date: 12/13/2018



(Signature)

PENNY TAYLOR

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

Nina Gardner
/* ~~recused member(s)~~ Board members, recused.