

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

In the Matter of:
Hasan A. Duymazlar, D.O.,
No.: 11269
(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 Hasan A. Duymazlar, D.O. (“Dr. Duymazlar” 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 license to practice medicine in the State of New Hampshire on June 6, 2001. Respondent holds license number 11269. Respondent practices as a family practice physician at Huggins Hospital located at 240 South Main Street, Wolfboro, NH 03253.
3. On or about November of 2008, the Board received information from Lakes Region General Hospital (“LRGH”) questioning the authorization for certain prescriptions for

controlled substances written for Dr. Duymazlar's father during the time when Dr. Duymazlar practiced at LRGH's Belknap Family Health Care. Colleen Nolan, APRN, who was listed as having authorized the prescriptions, disavowed any knowledge or connection with the prescriptions for the doctor's father. She indicated that she had no treating relationship with Dr. Duymazlar's father. The Board also received information that after leaving Belknap Family Health Care, Dr. Duymazlar worked at Huggins Hospital and also established a private practice in a specific type of laser treatment. Dr. Duymazlar failed to appropriately order medications to be dispensed from his second practice, Laser Body Sculpting located in Meredith, NH.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to the prescribing of controlled substances for Dr. Duymazlar's father, and the manner in which medications were obtained for use and dispensing to patients at Laser Body Sculpting
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would present evidence that Respondent engaged in professional misconduct, in violation of RSA 329:17, VI (c), and (k); Med 501.02(d) and (e)(1); Med 501.02(h); and *American Medical Association Code of Medical Ethics* Standard 8.19, relating to treatment of family members, by the following facts:
 - A. On or between May 24, 2004 and May 10, 2007, Respondent acted as his father's primary care or regular care provider.

- B. Respondent maintained no medical record for his father. There was no documentation in a medical record of the diagnosis, care or treatment provided by Respondent during this time.
 - C. On or about April 18, 2006, Respondent prescribed the controlled drug Alprazolam for his father to treat his anxiety. Respondent also prescribed other non-controlled substances for his father while acting as his primary care physician.
 - D. On or about October of 2006, Respondent failed to follow the appropriate federal and state laws when ordering medications to be dispensed from his laser practice. Respondent failed to appropriately document prescriptions written for use in his laser practice and erroneously wrote prescriptions in his nurse's name instead of following the appropriate steps established by the NH Board of Pharmacy and the United States Drug Enforcement Agency (DEA).
- 6. Respondent neither admits nor denies the facts set forth in paragraph 5 above.
 - 7. 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 (c) and (k); Med 501.02(d) and (e)(1); Med 501.02(h); and *American Medical Association Code of Medical Ethics* Standard 8.19.
 - 8. 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.

9. 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 no less than (12) hours continuing medical education in each of the areas of medical ethics, boundary transgressions relating to treatment of and prescribing for family members, documentation, for a total of (36) hours total and additionally meaningfully participate in the NH Board of Pharmacy course relating to prescribing practices and compliance with state and federal laws. These courses shall be pre-approved by the Board. The continuing medical education 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 three thousand dollars (\$3,000.00). Respondent shall pay this fine in two installments of one thousand five hundred dollars (\$1,500.00). The first payment shall be due within thirty (30) days of the effective date of this agreement. The second payment shall be due within thirty (30) days of the previous payment. All payments shall be made in the form of a money order or bank check made payable to “Treasurer, State of New Hampshire” and

delivered to the Board's office at 2 Industrial Park Drive, Suite 8, Concord, New Hampshire.

- D. Respondent shall bear all costs of the education and reporting required by this *Settlement Agreement*, but he shall be permitted to share such costs with third parties.
- E. The Board may consider Respondent's compliance with the terms and conditions herein and with the recommendations of the treating mental health professional in any subsequent proceeding before the Board regarding Respondent's license.
- F. 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 and/or work which requires a medical degree and/or medical license or which directly or indirectly involves patient care, and/or to any agency or authority which licenses, certifies or credentials physicians, with which Respondent is presently affiliated.
- G. 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 and/or for work in any capacity which requires a medical degree and/or medical license or directly or indirectly involves patient care, and/or to any agency or

authority that licenses, certifies or credentials physicians, to which Respondent may apply for any such professional privileges or recognition.

10. 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.
11. 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 of a pattern of conduct 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.
12. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
13. 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.
14. 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.
15. 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.

16. 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.
17. 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.
18. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
19. 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.
20. 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: Oct 15, 2009



Hasan A. Duymazlar, D.O.
Respondent

Date: 10/19/09



Brian Quirk, 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 13, 2009



(Signature)

PENNY TAYLOR

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

/* Amy Feitelson, MD, Board members, recused.