

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

In the Matter of:  
Yuki Igari, M.D.  
No.: 111537  
(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 Yuki Igari, M.D, M.D. (“Dr. Igari” 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; 329:18; and 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 March 6, 2002. Respondent holds license number 11537. Respondent practices internal medicine at Manchester Gastroenterology located at 88 McGregor Street, Suite 302, Manchester, NH 03102.
3. The Board received information that Respondent reviewed confidential patient medical information for eight (8) patients without authorization and without having a professional physician-patient relationship with any of the eight individuals.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's breach of confidentiality.
5. The Board's investigation revealed and Respondent agrees that Hearing Counsel would present evidence that Respondent engaged in professional misconduct, in violation of RSA 329:17, VI (d) and (i) and Med 501.02 (h), *American Medical Association Code of Medical Ethics, Opinion 7.025*, by the following facts:
  - A. On or between 2004 and 2006, Respondent was employed by Dartmouth-Hitchcock Medical Center in Bedford, NH.
  - B. While employed at Dartmouth-Hitchcock Medical Center, Respondent had computer access to the medical records of all patients treated at the medical center.
  - C. On or between 2004 and 2006, Respondent reviewed the patient treatment files of eight (8) patients treated at Dartmouth-Hitchcock Medical Center but with whom Respondent had no physician-patient relationship and no legitimate reason to review their patient treatment files.
  - D. On or about 2005 Respondent violated patient confidentiality by instructing her daughter to assist her by preparing letters to patients of Dartmouth-Hitchcock Medical Center which reported on recent laboratory test results.
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) and (i) and Med 501.02 (h), *American Medical Association Code of Medical Ethics, Opinion 7.025*.

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's license is **SUSPENDED** for a period of three months. The period of suspension is imposed retroactively commencing December 26, 2006, the date of Respondents termination from Dartmouth-Hitchcock Clinic, and ending March 26, 2007.
  - C. Respondent is assessed an **ADMINISTRATIVE FINE** in the amount of eight thousand dollars (\$8,000.00). Respondent shall pay this fine in full in eight (8) installments of one thousand dollars (\$1,000.00) each. The first payment shall be due within thirty (30) days of the effective date of this agreement. Each remaining 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. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.

- 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.
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 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.

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*.

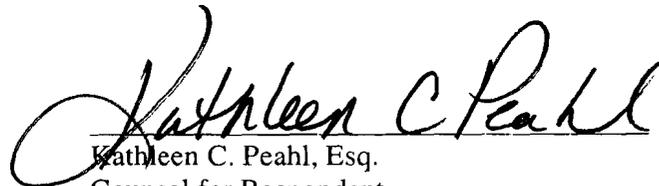
18. Respondent certifies that she has read this document titled *Settlement Agreement*. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to confront and cross-examine witnesses, to call witnesses, 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: 7/12/07.

  
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Yuki Igari, M.D  
Respondent

Date: 7/12/07

  
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Kathleen C. Peahl, Esq.  
Counsel for Respondent

**FOR THE BOARD/\***

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

Date: August 9, 2007

Penny Taylor  
(Signature)

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

/\* James Sise, MD, Board Member, recused.