

Before the N.H.
Board of Medicine
Concord, New Hampshire 03301

In The Matter Of:

Wageed Girgis, P.T.
(Disciplinary Proceeding)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings, the New Hampshire Board of Medicine ("Board") and Wageed Girgis, P.T. ("Mr. Girgis" or "the Respondent") agree to settle certain allegations of professional misconduct now pending before the Board in accordance with the following terms and conditions:

1) The parties stipulate that the Board has cause to institute a disciplinary proceeding against the Respondent pursuant to RSA 329:17, I and RSA 329:18-a, and that if a proceeding were commenced, the allegations against the Respondent would be that he:

A) Engaged in dishonest or unprofessional conduct, or both, to-wit: by stating on his New Jersey application for licensure that he was a physical therapy assistant when in fact he was not thereby resulting in a New Jersey Board Order denying him licensure, in violation of RSA 329:17, VI(d) or RSA 329-A:8, or both.

B) Provided false information on his New Hampshire application for licensure, to-wit: by answering in the negative the question of whether his license was revoked or canceled when in fact he had had his Indiana temporary license revoked as a result of his failing a March 3, 1993 examination, in violation of RSA 329:17, VI(a) or RSA 328-A:8, or both.

2) RSA 329:18-a, III authorizes the Board to settle allegations of professional misconduct without commencing or completing a disciplinary hearing.

3) RSA 329:17-c authorizes the Board to impose disciplinary sanctions against a licensee who has been disciplined by the licensing authority of another jurisdiction.

4) The Respondent has cooperated with the Board in its investigation.

5) If a disciplinary proceeding were commenced, the Respondent acknowledges and admits the following facts to be true and accurate:

a. Wageed Girgis applied for license from the New Jersey State Board of Physical Therapy ("the New Jersey Board") in or around early 1994.

b. On his New Jersey application, the Respondent listed himself as a Physical Therapy Assistant ("PTA") while working at the North Princeton Developmental Center ("NPDC") from October 1993 to June 1994. The Respondent was in fact not licensed as a PTA.

c. In addition, the Respondent received a temporary license in Indiana on January 7, 1993, which was issued contingent upon his passing the March 3, 1993 physical therapy examination. The Respondent failed to pass the examination.

d. It is the practice of the Indiana State Board to issue only one temporary license which expires upon notification to the candidate that he has failed the examination.

e. The Respondent's Indiana temporary license therefore automatically expired on April 20, 1993.

f. On his New Jersey application, however, the Respondent stated that he was employed as a physical therapist at Margarate Hospital in Indiana from February 1993 through September 1993.

g. The Respondent applied and received on January 9, 1995, a New Hampshire license to practice physical therapy.

6. The Respondent admits and acknowledges the allegations described in Paragraphs 1. A. and B. and that he is currently licensed to practice physical therapy in the state of New Hampshire.

7. The Respondent consents to the following action by the Board:

A) Effective thirty (30) days from the date this Agreement is signed by a Board representative, the Respondent's New Hampshire license to practice physical therapy shall be suspended for five (5) months.

8) The Respondent shall make a good faith effort to ensure that all reports, records or other documents or data required by this Agreement are filed with the Board in a timely manner.

9) The Respondent shall be responsible for all costs associated with his compliance with the terms of this Settlement Agreement.

10) The Respondent's breach of any of the conditions of this Agreement shall be a separate basis for disciplinary action by the Board and a sufficient ground for the Board to issue a summary suspension order pursuant to RSA 329:18-b pending completion of further disciplinary proceedings.

11) Except as provided in Paragraph 10, above, this Agreement shall bar the commencement of disciplinary action by the Board based upon the misconduct allegations described in Paragraphs 1.A. and B.; provided, however, that the Board may take any appropriate action to enforce the terms of this Agreement, may consider breach of any of the conditions described above as evidence of a pattern of conduct in the event that similar misconduct allegations are brought against the Respondent in the future; and may consider the fact that conditions were imposed by this Agreement as a factor in determining

appropriate discipline should any other misconduct allegations be proven against the Respondent in the future.

12) The Respondent voluntarily signs this Agreement and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.

13) This Agreement shall take effect on the date it is signed by a representative of the Board.

WITNESS, the following signatures affixed hereto in attestation of the parties' acceptance of the terms and conditions set forth in this Agreement.

FOR THE RESPONDENT

I, Wageed Girgis, P.T., have reviewed the following Settlement Agreement, and of my own free will and without duress and being knowledgeable about all of the consequences, hereby consent to the foregoing Agreement, admit the validity thereof, and agree to its terms. Further, I knowingly and freely waive my right to further notice, opportunity for hearing, and substantial evidence, which have been settled by the terms of this Agreement.

Dated: 10-09-97

Wageed Girgis
Wageed Girgis, P.T.

FOR THE BOARD

Dated: 8 Dec, 1997

[Signature]
Board Administrator