

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

In the Matter of:  
Philip V. Maiorano, M.D.  
No.: 9305  
(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 Philip V. Maiorano, M.D. (“Dr. Maiorano” 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 October 5, 1994. Respondent holds license number 9305. Respondent currently practices at Parkland Medical Center. At the time of the facts at issue in the Settlement Agreement, Respondent practiced pulmonary medicine in Gilford, New Hampshire.

3. In December of 2005, the Board received information from the New Hampshire Board of Pharmacy concerning several orders of Schedule III medications made by Respondent. An inspection by the Drug Enforcement Agency (“DEA”) took place at Respondent’s registered office location in Gilford, NH on February 1, 2006.
4. In response to the information received by the Board, the Board conducted an investigation pertaining to Respondent’s ordering of drugs.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct, in violation of RSA 329:17, VI (d) and (i); Med 501.02 (i)(3); and, 21 CFR 1304.11(a), (b) and (c); 21 CFR 1307.21(a); by the following facts:
  - A. Respondent obtained a New Hampshire license to practice Medicine in 1994. Respondent operated a practice in Gilford, NH until 2001. After 2001, Respondent saw only a small number of established patients. In 2003, Respondent began working at Parkland Medical Center.
  - B. In November of 2005, Respondent received between 10 and 14 bottles of Hydrocodone tablets and 10 to 12 bottles of Hydrocodone/Homatropine syrup. Both were types of controlled substances and Schedule III drugs. The drugs were delivered to his Gilford office. No inventory was conducted prior to or after obtaining the drugs.
  - C. Respondent stated that his office was flooded in November or December of 2005 and that the controlled substances and the records of the drugs were damaged by water. Respondent said he diluted the remaining drugs with water

and put them in a dumpster. Respondent failed to report this disposal of controlled substances to the DEA.

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); Med 501.02 (i)(3); and, 21 CFR 1304.11(a).
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 a program of continuing medical education, specifically, an intensive course in controlled substance management. The course shall be approved by the Board prior to its completion. 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 \$2,500.00. 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 2 Industrial Park Drive, Suite 8, Concord, New Hampshire.

- D. Respondent shall not be in possession of controlled drugs, other than during the regular course of business in the hospital, nor shall Respondent directly dispense controlled drugs to patients in any manner.
- E. Respondent shall bear all costs of the treatment, evaluation, continuing education and reporting required by this *Settlement Agreement*, but he shall be permitted to share such costs with third parties.
- F. The Board may consider Respondent’s compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent’s license.
- G. 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.
- H. For a continuing period of three (3) years 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 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 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 his right to a fair and impartial hearing in the future if this *Settlement Agreement* is rejected 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 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: FEB 13, 2007

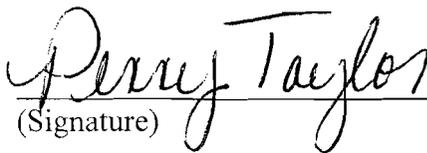


Philip V. Maiorano, M.D.  
Respondent

**FOR THE BOARD**

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

Date: 3/13/07



(Signature)

PENNY TAYLOR

(Print or Type Name)

Authorized Representative of the  
New Hampshire Board of Medicine