

STATE OF MAINE  
BOARD OF LICENSURE IN MEDICINE

In re: ) CONSENT AGREEMENT FOR  
James Iannazzi, M.D. ) DISCIPLINE  
Complaint No. CR11-522 )

This document is a Consent Agreement, effective when signed by all parties, regarding a disciplinary action concerning and conditions imposed upon the license to practice medicine in the State of Maine held by James Iannazzi, M.D. The parties to the Consent Agreement are: James Iannazzi, M.D. ("Dr. Iannazzi"), the State of Maine Board of Licensure in Medicine ("the Board") and the State of Maine Department of the Attorney General. This Consent Agreement is entered into pursuant to 10 M.R.S. § 8003(5)(B) and 32 M.R.S. § 3282-A.

STATEMENT OF FACTS

1. Dr. Iannazzi has held a license to practice medicine in the State of Maine since July 30, 1998, and specializes in Neurology.

2. On or about December 29, 2011, the Board received a complaint from a husband who alleged that his wife, patient A, had been a patient of Dr. Iannazzi and that Dr. Iannazzi had engaged in a sexual relationship with her. The Board docketed that complaint as CR11-522.

3. On or about February 7, 2012, the Board's investigator interviewed patient A who admitted that, during the time that Dr. Iannazzi was her treating physician from May 2011 to October 2011, she had been involved in a romantic and physical relationship with Dr. Iannazzi, including one instance of sexual intercourse that occurred in Dr. Iannazzi's medical office following a

scheduled patient visit in August 2011. Patient A also indicated that she felt “cheapened” when she received a \$260.00 medical bill from Dr. Iannazzi’s employer for medical care provided to her by Dr. Iannazzi on the date on which they had sexual intercourse at his office. According to patient A, in 2006<sup>1</sup> her family practice provider referred her to Dr. Iannazzi for evaluation and treatment of patient A’s severe chronic headaches. Patient A stated that the medications prescribed to her by her family practice provider caused very bad side effects, including sickness. According to patient A, when she saw Dr. Iannazzi for the headaches he told her “I don’t want you seeing her anymore, I’m your doctor now, I will treat you.” Thereafter, according to patient A, she called Dr. Iannazzi “for everything” (i.e. all of her medical care).<sup>2</sup> According to patient A, at some point Dr. Iannazzi began giving her hugs at the end of her appointments. She also stated that at some point they began talking about each other’s personal interests. Patient A stated that her personal relationship with Dr. Iannazzi began in May 2011 following a scheduled office visit that ended with a hug and subsequently a personal e-mail from Dr. Iannazzi. Patient A described how she went on a cycling trip with Dr. Iannazzi and others during which she experienced a severe headache, and one of Dr. Iannazzi’s friends gave her a Hydrocodone tablet for the headache. According to patient A, during that same cycling trip, Dr. Iannazzi offered her some marijuana as a

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<sup>1</sup> Patient A’s medical records received from Dr. Iannazzi’s office indicated that this had occurred in 2008. In addition, patient A’s reply to Dr. Iannazzi’s response indicated that this had occurred in 2008.

<sup>2</sup> Dr. Iannazzi’s medical records regarding patient A indicate that his medical reports were provided to other medical providers of patient A.

possible headache remedy. Patient A stated that she declined the offer but indicated that Dr. Iannazzi and his friend smoked marijuana. Patient A also stated that there were two occasions on which she smoked marijuana recreationally with Dr. Iannazzi. Following that cycling trip, Dr. Iannazzi prescribed patient A Hydrocodone for her headaches. Patient A's medical records reflect that she was experiencing a number of personal, physical, emotional, and psychological issues during the time that Dr. Iannazzi was her physician, all of which Dr. Iannazzi would have been aware. According to patient A, at some point Dr. Iannazzi referred her for counseling at Acadia. Patient A asserted that her counselor at Acadia told her that Dr. Iannazzi would be able to access her records since he worked at that facility. According to patient A, during one office visit with Dr. Iannazzi, he told her that he was able to review her medical records, her husband's medical records, and her daughter's medical records. This comment left patient A feeling uncomfortable when she later spoke with the Board's investigator about her relationship with Dr. Iannazzi.<sup>3</sup> Patient A told the Board's investigator that while she voluntarily entered into a personal and sexual relationship with Dr. Iannazzi, his statements and conduct since November 2011 have caused her concern, including allegations that Dr. Iannazzi made comments about her husband and accessed her medical record after he had discharged her from his care in order to ensure that she had not been admitted to the hospital emergency room.

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<sup>3</sup> Since Dr. Iannazzi was employed by Acadia Hospital, he had access to any electronic medical records of that facility and Eastern Maine Medical Center, both of which are affiliates of Eastern Maine Healthcare Systems. The Board has no evidence that Dr. Iannazzi in fact accessed any electronic records of patient A's daughter or husband.

Patient A agreed to provide the Board's investigator with a copy of numerous personal e-mails exchanged between herself and Dr. Iannazzi. The Board staff sent Dr. Iannazzi a copy of the complaint and interview with patient A, and requested that he provide a written response.

4. On or about May 4, 2012, the Board received a written response from Dr. Iannazzi to complaint CR11-522. In his response, Dr. Iannazzi admitted that during the time that he was patient A's physician he had a "personal intimate relationship" with her that began in May 2011. Dr. Iannazzi expressed how "appalled and ashamed" he was about his conduct and the decisions that he made, and that it led to his termination of employment and his voluntary cessation of his medical practice. Dr. Iannazzi indicated that, at the time, he believed that he and patient A had developed a deep personal attachment and affection for one another. Dr. Iannazzi acknowledged that it was wrong and that there is never any justification for having such a relationship with a patient. Dr. Iannazzi also acknowledged that he last saw patient A on February 16, 2012, when she drove him to his new apartment so she could see the inside of it. He also admitted that he and patient A communicated by phone, e-mail and texting. According to Dr. Iannazzi, he had since changed therapists, and was working on understanding his conduct with patient A, his relationship with his family, and understanding better appropriate boundaries in professional relationships. Dr. Iannazzi indicated that in May 2012 he intended to attend a 3-day continuing medical education

program entitled "Maintaining Proper Boundaries."<sup>4</sup> Dr. Iannazzi acknowledged that he made a "serious error" when he initiated a personal relationship with patient A, admitted that it was wrong, and stated that he accepted responsibility for this poor decision-making. Dr. Iannazzi acknowledged that he lost sight of his obligations as a physician when he entered into an intimate personal relationship with patient A, and that he should have maintained firm and appropriate boundaries. Dr. Iannazzi denied patient A's assertions that he told her not to return to her family medical provider, and to the contrary, asserted that he supported her continuing care by her family medical provider, and made referrals to other medical providers for patient A's chronic pain issues. Dr. Iannazzi admitted that he prescribed a short-acting narcotic – with 2 refills - on one occasion for patient A's headaches after he witnessed her experience "a rapid onset, extremely severe, short-lived headache" that led him to theorize that she was suffering from "cluster headaches, rather than a migraine or tension headache syndrome."<sup>5</sup> Dr. Iannazzi denied patient A's assertion that he offered her marijuana to treat a severe headache; however, Dr. Iannazzi did not deny patient A's assertion that

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<sup>4</sup> Dr. Iannazzi completed the course in May 2012, which course will be reviewed by the Board for compliance with paragraph 13(g)(iv).

<sup>5</sup> Dr. Iannazzi did not indicate the date on which he prescribed the narcotic medication to patient A nor mention that he observed the rapid onset of the headache while he was on a cycling outing with patient A and others. In addition, patient A's medical records do not contain any entries between May and August 2011 regarding this prescription, which was issued on May 27, 2011, nor the rationale for issuing it. Patient A's medical record dated August 4, 2011, contains the first reference to this prescription, which was issued in conjunction with other measures instituted for patient A's cluster headaches, including a prednisone taper, oxygen therapy (as an abortive treatment), and a prescription for Verapamil as a cluster headache prophylaxis.

he smoked marijuana recreationally with her on two occasions. In addition, Dr. Iannazzi admitted that he accessed patient A's medical record on one occasion after he had discharged her from his care, in response to a request from patient A to cancel his order for oxygen therapy.

5. On or about May 15, 2012, the Board received a reply from patient A to Dr. Iannazzi's written response. According to patient A, she felt as if Dr. Iannazzi only began providing her with appropriate medical care after she began her personal intimate and physical relationship with him, after which patient A felt that he took more of a personal interest in her medical care. According to patient A, this feeling was enhanced by the way Dr. Iannazzi on occasion spoke to patient A in general about his other patients as she knew she was "one of those patients before our relationship." Patient A also indicated that she had smoked marijuana with Dr. Iannazzi after he offered it to her following a bike ride. Because patient A believes that her health improved only after she began having a physical relationship with Dr. Iannazzi, she also feels that the medical care Dr. Iannazzi provided to her prior to their physical relationship was substandard.

6. The Board staff subsequently obtained copies of numerous e-mails and text messages exchanged between patient A and Dr. Iannazzi from May 2011 to November 2011, which corroborated that they were engaged in a romantic and physical/sexual relationship. In addition, the Board obtained copies of patient A's medical records from Dr. Iannazzi, which clearly indicate that she suffered from chronic and sometimes debilitating neurological pain

and had been receiving mental health therapy, all of which would have been known to Dr. Iannazzi.

7. The 2008-2009 Edition of the Code of Medical Ethics of the American Medical Association defines “sexual misconduct in the practice of medicine” as follows:

Sexual contact that occurs concurrent with the patient-physician relationship constitutes sexual misconduct. Sexual or romantic interactions between physician and patients detract from the goals of the physician-patient relationship, may exploit the vulnerability of the patient, may obscure the physician’s objective judgment concerning the patient’s health care, and ultimately may be detrimental to the patient’s well-being.

If a physician has reason to believe that non-sexual contact with a patient may be perceived as or may lead to sexual contact, then he or she should avoid the non-sexual contact. At a minimum, a physician’s ethical duties include terminating the physician-patient relationship before initiating a dating, romantic, or sexual relationship with a patient.

8. Board Rule, Chapter 10 defines “sexual misconduct” to include:

“Sexual violation” is any conduct by a physician/physician assistant with a patient that is sexual or may reasonably be interpreted as sexual, even when initiated by or consented to by a patient, including but not limited to... sexual intercourse, genital to genital contact, oral to genital contact, oral to anal contact, kissing in a sexual manner...

9. On or about June 12, 2012, the Board reviewed complaint CR11-522, including Dr. Iannazzi’s response and all investigative information obtained to date, and voted to order that Dr. Iannazzi undergo a psychiatric evaluation.<sup>6</sup> In addition, the Board voted to schedule the matter for an

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<sup>6</sup> The Board also indicated that Dr. Iannazzi would not have to undergo this evaluation if he reached a consent agreement with the Board.

adjudicatory hearing, and authorized its assigned legal counsel to negotiate a consent agreement to resolve complaint CR11-522 without further proceedings.

10. This Consent Agreement has been negotiated by and between legal counsel for Dr. Iannazzi and legal counsel for the Board in order to resolve complaint CR11-522 without an adjudicatory hearing. Absent Dr. Iannazzi's acceptance of this Consent Agreement by signing and dating it in front of a notary and mailing it to Maine Board of Licensure in Medicine, 137 State House Station, Augusta, Maine 04333-0137 on or before September 7, 2012, the matter will be scheduled for an adjudicatory hearing. In addition, absent the Board's acceptance of this Consent Agreement by ratifying it on September 11, 2012, the matter will be scheduled for an adjudicatory hearing.

11. By signing this Consent Agreement, Dr. Iannazzi and his legal counsel waive any and all objections to, and hereby consent to the presentation of this Consent Agreement to the Board by its assigned legal counsel for possible ratification on September 11, 2012. Dr. Iannazzi and his legal counsel also forever waive any arguments of bias or otherwise against any of the Board members based solely upon the Board's failure to ratify this proposed Consent Agreement.

#### COVENANTS

In lieu of proceeding to an adjudicatory hearing in this matter, Dr. Iannazzi agrees to the following:

12. Dr. Iannazzi admits that with regard to complaint CR11-522 that the Board has sufficient evidence from which it could conclude that he engaged



in unprofessional conduct by engaging in an inappropriate romantic and sexual relationship with patient A, with whom he had a physician-patient relationship. Dr. Iannazzi admits that such conduct constitutes unprofessional conduct and grounds for discipline of his Maine medical license pursuant to 32 M.R.S.A. § 3282-A(2)(F) and Board Rule Chapter 10.

13. For the conduct described in paragraph 12 above, Dr. Iannazzi agrees to accept, and the Board agrees to issue, the following discipline effective upon execution<sup>7</sup> of this Consent Agreement:

a. A REPRIMAND. Dr. Iannazzi is hereby reprimanded by the Board for engaging in unethical and unprofessional conduct with regard to his inappropriate romantic and sexual relationship with patient A. Sexual or romantic interactions between a physician and patient detract from the goals of the physician-patient relationship, may exploit the vulnerability of the patient, may obscure the physician's objective judgment concerning the patient's health care, and ultimately may be detrimental to the patient's well-being. Dr. Iannazzi agrees never to engage in this type of conduct again. In addition, Dr. Iannazzi agrees that he will never again contact patient A or her family members, and that he shall not access or attempt to access any medical records of patient A or her family members. Dr. Iannazzi agrees that any future violation of this prohibition by him – even if outside the period of

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<sup>7</sup> For the purposes of this Consent Agreement, "execution" shall mean the date on which the final signature is affixed to this Consent Agreement.

probation - shall constitute grounds for additional disciplinary action against his Maine medical license.

b. Abstinence. Dr. Iannazzi shall totally refrain from the use or possession of marijuana and any other drugs – licit or illicit - except drugs that are dispensed or prescribed to him by an appropriate medical provider.

c. Dr. Iannazzi shall pay a FINE of Five Thousand Dollars and Zero Cents (\$5,000.00). However, payment of Three Thousand Five Hundred Dollars (\$3,500.00) of the fine is suspended so long as Dr. Iannazzi complies with all of the terms and conditions of this Consent Agreement, including all of the reporting requirements. Dr. Iannazzi shall ensure that he pays the unsuspended monetary fine of One Thousand Five Hundred Dollars (\$1,500.00) within one (1) year following the execution of this Consent Agreement. Payment shall be made by certified check or money order made payable to “Treasurer, State of Maine,” and be remitted to Maria MacDonald, Investigator, Maine Board of Licensure in Medicine, 137 State House Station, Augusta, Maine 04333-0137. Dr. Iannazzi agrees that, in the event that he fails to meet any of the reporting or other time requirements set out in this Consent Agreement (without having requested an extension prior to the due date and having that request granted by the Board), the Board may, in its sole discretion, summarily and without an adjudicatory hearing, “activate” any or all of the amount of the suspended fine. The Board shall notify Dr. Iannazzi in writing of the activation of all or a portion of the suspended fine. Dr. Iannazzi agrees and understands that he must pay the amount of the fine “activated” by

the Board within 30 days of receiving notice that the fine was activated.

Payment shall be by cashier's check or money order made out to "Treasurer, State of Maine." In addition, the parties agree and understand that the Board's decision not to "activate" all or a portion of the suspended fine for one instance of noncompliance with a reporting or other time requirement does not constitute a waiver of the Board's right to "activate" all or a portion of the fine regarding a subsequent instance of non-compliance. If Dr. Iannazzi fails to pay an "activated" fine within the 30 days as provided by this section, the Board may "activate" all or a portion of the remaining portion of the "suspended" fine. Any decision by the Board pursuant to this section does not require an adjudicatory hearing and is non-appealable.

d. Dr. Iannazzi shall undergo A LICENSE SUSPENSION of thirty (30) days effective upon the execution of this Consent Agreement.

e. Dr. Iannazzi shall limit his practice of medicine to Neurology, his medical specialty. In complying with this condition, Dr. Iannazzi shall not act as the primary care provider for any patient(s).

f. Dr. Iannazzi shall provide a copy of this Consent Agreement to any medical employer, prospective medical employer and any other jurisdiction where he holds a medical license or where he seeks a medical license.

g. Dr. Iannazzi shall enroll in, attend, and successfully complete a Board-approved substantive course in medical ethics and boundaries within six (6) months of the execution of this Consent Agreement.

The ethics and boundaries course must cover the topic of appropriate patient-physician boundaries. Dr. Iannazzi shall provide the Board with documentation of the successful completion of this course in medical ethics and boundaries within six (6) months of the execution of this Consent Agreement. Dr. Iannazzi completed a course in May 2012, which the Board may review and, in its discretion, approve or not approve as meeting this condition of probation.

h. Within one (1) year of the execution of this Consent Agreement, Dr. Iannazzi shall reimburse the Board One Thousand Six Hundred Sixty-One Dollars and Seventy-Four Cents (\$1,661.74) as the actual costs incurred by the Board for the investigation of this matter. Payment shall be made by certified check or money order made payable to "Maine Board of Licensure in Medicine" and be remitted to Maria MacDonald, Investigator, Maine Board of Licensure in Medicine, 137 State House Station, Augusta, Maine 04333-0137.

i. Dr. Iannazzi shall accept a LICENSE PROBATION with conditions for five (5) years, which probation shall commence following the Board's receipt of a written notification that Dr. Iannazzi has resumed the active practice of medicine. In complying with this condition, Dr. Iannazzi shall, within 24 hours of resuming the active practice of medicine in any capacity as defined by 32 M.R.S. § 3270, notify the Board in writing of his resumption of his active practice of medicine. A violation of this condition by Dr. Iannazzi shall constitute grounds for discipline, including the suspension

or revocation of his license. Upon receipt of the foregoing written notification, the Board staff shall send Dr. Iannazzi written confirmation of its receipt of those materials and the date of the commencement of probation. As specific conditions of probation, Dr. Iannazzi shall:

(i) Notify the Board in writing of any and all current locations where he practices medicine. In complying with this condition, Dr. Iannazzi shall notify the Board in writing of any change(s) in the location(s) of his practice of medicine within seven (7) days of any such change(s).

(ii) Permit the Board or its agent(s) complete access to Dr. Iannazzi's portion of any medical practice where he is employed, including but not limited to all patient records.

(iii) Permit the Board or its agent(s) to conduct random and/or announced inspections of Dr. Iannazzi's portion of any medical practice where he is employed. Dr. Iannazzi shall bear the cost of any such inspection(s) by the Board or its agent(s).

(iv) Prior to his return to the active practice of medicine, Dr. Iannazzi must have a Board-approved practice monitor who shall monitor his medical practice. In complying with this requirement, Dr. Iannazzi shall submit to the Board for its approval the name of a proposed practice monitor and/or alternative practice monitor, whom the Board has the sole discretion to approve or deny. The monitoring physician(s) must be in direct contact with Dr. Iannazzi and observe him within his medical practice at least once a week, and inform the Board if Dr. Iannazzi demonstrates any issues with regard to

isolation, inappropriate boundaries or decision-making, incompetence, unprofessionalism or any other concerns. The monitoring physician(s) shall report such information to the Board by telephone and in writing within 24 hours or as soon thereafter as possible. Dr. Iannazzi understands that the monitoring physician(s) will be agents of the Board pursuant to Title 24 M.R.S. § 2511. Dr. Iannazzi shall permit the monitoring physician(s) full access to his medical practice, including but not limited to all patient information. The Board-approved monitor(s) shall provide the Board with reports regarding Dr. Iannazzi's medical practice on or before January 9<sup>th</sup>, April 9<sup>th</sup>, and July 9<sup>th</sup>, October 9<sup>th</sup> of each year following the commencement of probation.

14. Violation by Dr. Iannazzi of any of the terms, limitations or conditions of this Consent Agreement shall constitute grounds for discipline, including but not limited to modification, suspension, or revocation of licensure or the denial of re-licensure.

15. Pursuant to 10 M.R.S.A. § 8003(5) the Board and Dr. Iannazzi agree that the Board has the authority to issue an order, following notice and hearing, modifying, suspending or revoking his license in the event that he fails to comply with any of the terms or conditions of this Consent Agreement.

16. Dr. Iannazzi waives his right to a hearing before the Board or any court regarding all findings, terms and conditions of this Consent Agreement. Dr. Iannazzi agrees that this Consent Agreement is a final order resolving complaint CR11-522. This Consent Agreement is not appealable and is effective until modified or rescinded by the parties hereto. This Consent

Agreement cannot be amended orally. It can only be amended by a writing signed by the parties hereto and approved by the Office of Attorney General. Requests for amendments by Dr. Iannazzi shall be made in writing and submitted to the Board. Dr. Iannazzi may, at reasonable intervals, petition the Board for amendment of the terms and conditions of this Consent Agreement. Upon making such a petition, Dr. Iannazzi shall bear the burden of demonstrating that the Board should amend the Consent Agreement. The Board shall have the discretion to: (a) deny Dr. Iannazzi's petition; (b) grant Dr. Iannazzi's petition; and/or (c) grant Dr. Iannazzi's petition in part as it deems appropriate to ensure the protection of the public. Any decision by the Board on this issue need not be made pursuant to a hearing and is not appealable.

17. The Board and the Office of the Attorney General may communicate and cooperate regarding Dr. Iannazzi or any other matter relating to this Consent Agreement.

18. This Consent Agreement is a public record within the meaning of 1 M.R.S. § 402 and will be available for inspection and copying by the public pursuant to 1 M.R.S. § 408.

19. This Consent Agreement constitutes discipline and is an adverse licensing action that is reportable to the National Practitioner Data Bank (NPDB), the Healthcare Integrity and Protection Data Bank (HIPDB), and the Federation of State Medical Boards (FSMB).

20. Nothing in this Consent Agreement shall be construed to affect any right or interest of any person not a party hereto, including any and all medical

practice partners. If any clause of this Consent Agreement is deemed illegal or invalid, then that clause shall be deemed severed from this Consent Agreement.

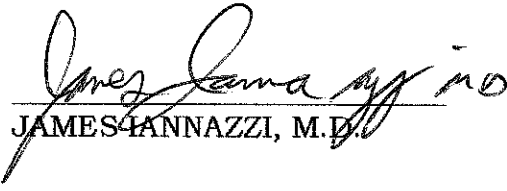
21. The Board and Dr. Iannazzi agree that no further agency or legal action will be initiated against him by the Board based upon the facts described herein, except or unless he fails to comply with the terms and conditions of this Consent Agreement. The Board may however consider the conduct described above as evidence of a pattern of misconduct in the event that similar proven allegations are brought against Dr. Iannazzi in the future. The Board may also consider the fact that discipline was imposed by this Consent Agreement in determining appropriate discipline in any further complaints against Dr. Iannazzi's license.

22. Dr. Iannazzi acknowledges by his signature hereto that he has read this Consent Agreement, that he has had an opportunity to consult with an attorney before executing this Consent Agreement, that he executed this Consent Agreement of his own free will and that he agrees to abide by all terms and conditions set forth herein.


23. Dr. Iannazzi has been represented by Kenneth W. Lehman, Esq., who has participated in the negotiation of the terms of this Consent Agreement.



I, JAMES IANNAZZI, M.D., HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT AND AGREE WITH ITS CONTENTS AND TERMS. I FURTHER UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I WAIVE CERTAIN RIGHTS, INCLUDING THE RIGHT TO A HEARING BEFORE THE BOARD. I SIGN THIS CONSENT AGREEMENT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS CONSENT AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN OR OTHERWISE.

DATED: 9/6/12   
JAMES IANNAZZI, M.D.  
STATE OF Maine  
Penobscot, S.S.


Personally appeared before me the above-named James Iannazzi, M.D., and swore to the truth of the foregoing based upon his own personal knowledge, or upon information and belief, and so far as upon information and belief, he believes it to be true.

DATED: 9-6-12   
NOTARY PUBLIC/ATTORNEY

JEANINE D. TABLEMAN  
MY COMMISSION ~~Notary Public~~ • State of Maine  
My commission expires 10/16/2017

DATED: 9-7-2012   
KENNETH W. LEHMAN, ESQ.  
ATTORNEY FOR JAMES IANNAZZI, M.D.

STATE OF MAINE  
BOARD OF LICENSURE IN MEDICINE

DATED: 9/11/12   
GARY R. HATFIELD, M.D., Chairman

STATE OF MAINE DEPARTMENT  
OF THE ATTORNEY GENERAL

DATED:

9/11/12



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DENNIS E. SMITH  
Assistant Attorney General

Effective Date: 9/11/12