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**FILED**

MARCH 19, 2008

**NEW JERSEY STATE BOARD  
 OF MEDICAL EXAMINERS**

STATE OF NEW JERSEY  
 DEPT OF LAW & PUBLIC SAFETY  
 DIVISION OF CONSUMER AFFAIRS  
 BOARD OF MEDICAL EXAMINERS

IN THE MATTER OF  
 THE PROFESSIONAL PRACTICE OF  
 JOAN K. LIESER, M.D.  
 TO PRACTICE MEDICINE AND SURGERY  
 IN THE STATE OF NEW JERSEY

ADMINISTRATIVE ACTION  
 FINAL ORDER  
 OF REPRIMAND

This matter was presented to the State Board of Medical Examiners by the Attorney General of New Jersey, by Joan D. Gelber, Sr. Deputy Attorney General.

Respondent Joan K. Lieser, M.D. holds license number 25MA05195300. She is certified by the Board of Obstetrics and Gynecology, and is a Fellow of the American College of Obstetrics and Gynecology. She engages in the private practice of medicine at 105 Morris Avenue, Suite 300, Springfield, NJ 07081. She is represented by Philip C. Chronakis and Rebecca A. Edelman-Levy, Esqs. of Garfunkel Wild & Travis.

On November 7, 2007 respondent appeared before a Committee of the Board of Medical Examiners regarding numerous concerns about Dr. Lieser's management of her office, conduct of a surgical procedure with anesthesia in the office, and the billing of a patient.

The Board directed Dr. Lieser's personal appearance when she failed to respond to five written requests plus multiple telephone calls from the Board office over an extended period of time seeking the doctor's medical records and her explanation of these events. Incomplete material was ultimately submitted in February 2007 but, despite additional reminders, the records had still not been submitted as of the Board's October 2007 demand for personal appearance. Records were

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finally faxed to the Board thereafter, with partial billing information.

Review of the patient's complaint, Dr. Lieser's treatment and billing records, her testimony, and contract and billing information from the insurance carrier reveals the following essential information. In late May 2005, patient Mrs. J. McG<sup>1</sup>, having learned that she had become pregnant, was referred by her gynecologist to Dr. Lieser, to seek a termination of her pregnancy (TOP) because of exposure to radiation. Mrs. McG telephoned Dr. Lieser's office for an appointment. She informed staff she was insured by BlueCross BlueShield PPO, that she was approximately 6+ weeks pregnant as confirmed by testing, and that she sought a TOP. Mrs. McG has represented that she was informed that Dr. Lieser was not a BlueCross BlueShield provider and did not accept insurance for a TOP. The doctor would, however, charge a flat fee of \$500.00 in cash only, to cover an examination, ultrasound, anesthesia, the TOP and a follow-up appointment. The staff member later telephoned Mrs. McG assigning an appointment for Saturday, June 3, 2005 at 8:30 a.m. when the anesthetist would be available. On the appointed day, the patient completed all paperwork and paid the \$500 quoted as payment in full, receiving a receipt therefor.

Dr. Lieser examined the patient, obtained a urine sample, and performed an ultrasound study to confirm the pregnancy. A male nurse anesthetist arrived and administered anesthesia intravenously, and Dr. Lieser performed the TOP, all in the same examining room. Upon the patient's regaining of consciousness, Dr. Lieser dispensed some Zolofl ~~as analgesia~~. <sup>NO →</sup> ~~at the patient's request~~. The patient requested and was provided with an insurance claim form at the end of the office visit. Staff also assured that the patient's insurance identification would be provided to the laboratory where the specimen would be sent. The patient declined a follow-up appointment, preferring to see her own gynecologist.

The claim form provided by Dr. Lieser's office for the June 3, 2005 service listed the CPT code for a termination of pregnancy. The patient submitted the claim to her carrier. When, some weeks later, the patient learned that the carrier had not yet received it, she requested a replacement from Dr. Lieser's office. The patient was sent a computer-printed claim form for the 6/3/05 TOP bearing an issuance date of 7/13/05. The "Total charge" column was typed in as \$500. The column

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<sup>1</sup>Patient identification is redacted to preserve confidentiality. Full identification has been provided to respondent.

requesting the amount of payment made contained a handwritten notation of \$500. But the "Balance due" column contained a typed demand for an additional \$500.

The carrier later sent Mrs. McG an Explanation of Benefits indicating payment of \$212.40 sent directly to Dr. Lieser, and informed the patient that Dr. Lieser was, in fact, an in-network provider and should therefore not have charged the patient anything more than a co-insurance fee of \$23.60. The patient promptly telephoned respondent's office multiple times, seeking a refund of the monies she should not have had to pay. The office staff gave varying explanations for why no refund check had been sent to the patient, and suggested that ultimately she would receive a larger refund.

The patient reported that she also requested a copy of the laboratory pathology report. Dr. Lieser's staff member declined to provide the laboratory report, initially refusing even to disclose the name of the lab. The staff member finally identified it as LabCorp, but said a written report indicated "there wasn't enough specimen." To the patient's continuing requests, another staff member said the lab reported "everything was fine" but she, too, refused to release a copy of the report, saying it was a "private and independent lab." When Mrs. McG, knowing her carrier used LabCorp, persisted in her demand for the report, the staff member hung up. The patient then telephoned LabCorp and was told they had no record of any specimen of hers sent there.

The patient was subsequently informed by Dr. Lieser's office staff that additional claims had been submitted to the insurance carrier, because the staff had listed only the office visit on the initial claim form and had not listed the visit, ultrasound and pregnancy test.<sup>2</sup> Dr. Lieser disputes that only after the patient threatened legal action did Dr. Lieser refund to the patient the \$476.40 which had

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<sup>2</sup>That handwritten claim form, for additional services on June 3, 2005, listed the patient's signature as "on file" and was dated November 21, 2005 - many months after the procedure. There is no LMP or date of first symptoms. Diagnosis is listed as V61.7 ["Other unwanted pregnancy"]. Dr. Lieser now claimed CPT 99244 for consultation \$190.00; CPT 76815 for ultrasound \$500.00; CPT 81025 [urine pregnancy test, by visual color comparison methods] urine test \$25.00; CPT 81000 [dip stick or tablet reagent] \$15.00 and CPT 99000 [handling and/or conveyance of specimen for transfer from the physician's office to a laboratory] \$15.00. But there is no urine test data in the chart, and the bill makes no reference to the TOP or the fact that this was a supplemental bill. The total charge claimed on this bill alone was \$745.00. That claim form, certified by Dr. Lieser, omitted mention of payment made by the patient. Dr. Lieser's office ledger lists that claim as dated 11/16/05 but also lists still another claim (not found in the chart) for \$1,037.00 sent on 10/18/05.

been overpaid. Rather, Dr. Lieser asserts that her staff advised the patient she would receive a refund upon the practice's receipt of payment from the insurance company.

Dr. Lieser's testimony, supplemented by additional correspondence from her counsel, represents that she performs office TOPs only occasionally. She hires Kofi Frimpong, C.R.N.A., as an "independent contractor" to give the anesthesia for individual cases, paying him \$100/hour, but she has no record of the payment for this case.<sup>3</sup> Dr. Lieser said she does not supervise the CRNA.<sup>4</sup> Dr. Lieser admitted that patient Mrs. McG was quoted the flat fee of \$500 to include the visit, pregnancy test, ultrasound, procedure, anesthesia, and a follow-up visit. Dr. Lieser confirmed performing the TOP on Saturday, June 3, a day when the office was usually closed, and that the staff were "going home right after" the patient left, as they had come only because this TOP was scheduled. She said the ultrasound print and the anesthesiologist's record confirmed a procedure start time of "approximately 9 a.m."<sup>5</sup> Respondent admitted that the patient was given an insurance claim form that day, but claimed that she had saved no copy of it for the office record. Respondent admitted that her office later sent in an additional handwritten claim form with many more codes - and more charges. She offered the explanation that they had forgotten to list the examination, ultrasound, and two urine tests. Respondent admitted that the patient had called to request a refund of the \$212.40 she had unnecessarily paid, and was told by staff that "the claim was not complete" and the patient should wait to get a "larger refund." No refund was made until late in December 2005. (Dr. Lieser explained this as resulting from her checking account being under an IRS levy for nonpayment of payroll taxes, an error she ascribed to her payroll company, her accountant and her office staff.) Questioned about the pathology report, Dr. Lieser said her chart contains a carbon copy of the LabCorp requisition sent June 3, 2005 but she does not know what happened to the specimen "since we never received a report." She has no record of any attempt to locate the lost specimen.

Dr. Lieser was also questioned regarding various documents including intake and insurance

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<sup>3</sup>Mr. Frimpong is the subject of public disciplinary proceedings by the State Board of Nursing, which the Board of Medical Examiners deems to have warranted particular supervision by an employing physician.

<sup>4</sup>Medical Board rule N.J.A.C. 13:35-4A requires that a credentialed physician supervise a CRNA.

<sup>5</sup>In fact, the ultrasound printout is erroneously dated 02 JUN 05 and the time is shown as "07:00 PM", indicating a malfunctioning register on that machine. Dr. Lieser acknowledged being aware that the ultrasound machine is "not a very good ultrasound."

information, consent and contractual terms to which she requires patient consent. Dr. Lieser's chart displayed an apparent office trade name: "Options." Among other documents, there is a page captioned "Important Information Which Every Patient Should Know Concerning the Termination of Pregnancy Procedure." The pre-printed form offers local and general anesthesia. There is no description of who would provide either form of anesthesia. One paragraph purports to define negligence and, further, states "Unless the physician or Options commits gross negligence, the patient will be fully responsible for the costs including physician and hospital charges of any complications which occur as a result of the pregnancy termination procedure" (emphasis added). The page also states "Options will attempt to maintain a reasonable level of financial responsibility; however, there can be no assurance that Options will maintain or will be able to maintain insurance coverage sufficient to satisfy all claims." The page is signed by the patient, dated and then witnessed by Dr. Lieser.

There is also a page captioned "Request and Informed Consent to Treatment, Anesthetic and Other Medical Services" pre-printed form for a D & C or a D & E.<sup>6</sup> The Consent form fails to identify the form of anesthesia to which patient McG was asked to consent. Paragraph 11 requires the patient to agree that she "will make no claims against the physician or Options for complications which may occur, except in the event of gross negligence on their part" (emphasis added). In addition, "If I should make any other claims, I agree to be responsible for the payment of all costs and attorney's fees incurred by the physician and/or Options in investigating or defending the claims, and to post a bond in advance for such sums." (Emphasis added). The patient and Dr. Lieser signed and dated it. Regarding these forms, Dr. Lieser said she had formerly worked at a clinic called "Options." She represented that when she left that entity, she requested and received permission to use their forms, including their letterhead. The documents contain repeated references to the name "Options," the above requirements and other disclaimers of responsibility, some of which were crossed out.

Although anesthesia was to be given, the chart contains no entry for height and weight of the patient, no pre-procedure clinical examination documented by the physician (although there is a form

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<sup>6</sup>The Board notes that N.J.A.C. 13:35-4.2 prohibits the performance of a Dilatation and Evacuation (D & E) procedure in a private office setting. Dr. Lieser has represented that, notwithstanding the language on her office form, she has never performed a D & E in her private office setting.

of examination noted on the actual Operative Report page<sup>7</sup>), and no ASA risk assessment by the physician. The Operative Report page states that a specimen was removed, examined and submitted to pathology for gross and microscopic examination. The chart does contain a LabCorp requisition form dated 6/3/05, clearly listing the patient's BCBS insurance and policy number, and referencing clinical impression of products of conception; the requested information for LMP is left blank. But there is no lab report in the chart, and no letter seeking followup for it. Dr. Lieser testified she was unaware that the specimen had been lost, or that staff had made untruthful statements to the patient about the lab report.

There is an undated page captioned Anesthesia with the patient name. The anesthesia record bears an illegible signature identified by Dr. Lieser as that of Kofi Frimpong, CRNA. There is no examination for anesthesia purposes by the anesthetist, no entry by the anesthetist regarding whether the patient is NPO, no entry of ASA risk, and no entry of the patient's weight. The anesthetic agent is listed as Propofol 120 + 40 mg. IV given slowly in 9 divided doses. IV fluids lactated Ringers 200 cc. Needle size angio 20g in left arm. There is a brief graph of vital signs, and an assertion of "EKG: NSR"; O2 mask 4 LPM; O2 sat 99%; RR/B/P 110/74; Pulse 71; Resp 20.

But Dr. Lieser, on questioning regarding resuscitation equipment in the office, testified that the office had an oxygen tank, an Ambu bag and mask, but no crash cart or defibrillator, no EKG machine or end tidal measure, and she did not recall if the CRNA she hired for the session brought a pulse oximeter - which she knew he did not always use. Dr. Lieser suggested that Propofol was conscious sedation, but her consent form does not even mention the use of conscious sedation. Moreover, the Board considers Propofol to be general anesthesia,

Questioned about her billing, Lieser admitted she is a BCBS provider, and said she usually would submit her full claim to the carrier, minus a co-pay, if it was "her" patient and if she knew the insurance coverage was valid. But here, although she knew the referring physician and that office's midwife, and had the patient's full insurance information, she did not regard Mrs. McG as "her" patient and did not dispute that her staff told the patient that Lieser would accept only cash. Lieser

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<sup>7</sup> The page also notes: "?fibroids." But Dr. Lieser made no note of informing the patient of suspected fibroids or advising follow up; she claimed to justify this by assuming the patient's regular gynecologist would discover the problem.

asserted that her usual charge for a first trimester in-office TOP is \$2,500.00, and that she "discounted" this one \$2,000.00 because the patient was paying cash. She did not explain why she billed the carrier for so much more.<sup>8</sup> Dr. Lieser suggests that there is no problem warranting Board concern, since the patient's overpayment was ultimately refunded. The Board disagrees. The Board finds multiple concerns here, including the following:

(1) Dr. Lieser inexcusably failed to comply with repeated Board requests sent over a 2-year period, in violation of N.J.A.C. 13:45C-1 et seq., which requires a Board licensee to cooperate in an investigation and to timely respond to investigative inquiries.

(2) Dr. Lieser directed, authorized, condoned, or ratified the statements of her employees who represented that Lieser was not a provider under BlueCross Blue Shield; and that she did not accept insurance payments for a termination of pregnancy. In fact, Dr. Lieser has been a provider since November 1995. Said misrepresentations constituted violation of N.J.S.A. 45:1-21(b).

(3) Dr. Lieser's consent form purports to offer the D & E termination of pregnancy procedure in an office setting. The Board notes that such a procedure in that setting is prohibited by N.J.A.C. 13:35-4.2. However, the Board accepts Dr. Lieser's representation that she has never done this and she will promptly remove the reference from her office form.

(4) Dr. Lieser's consent forms contain various provisions which purporting to insulate her from claims of medical negligence or from maintenance of full medical malpractice insurance. The Board deems these provisions to be unacceptable and inconsistent with the intendments of various applicable laws and rules, including but not limited to N.J.S.A. 45:1-21(b), (c) and (h) and N.J.S.A. 45:9-19.17. Dr. Lieser does, however, represent that she has at all times maintained malpractice insurance as is required by Board law and rule.

(5) Dr. Lieser's documents use the name and logo of "Options" - an office with which she has no current <sup>Sp</sup>affiliation or employment, in a manner purporting to be that of her office, in violation

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<sup>8</sup>Dr. Lieser provided three Explanation of Benefits forms from Horizon BCBS, all relating to the same date of service: one dated 10/5/05 approving payment of \$212.40; a second one dated 12/6/05 approving payment of \$279.00; and a third one dated 4/15/06 approving payment of \$236.00. Dr. Lieser asserts that the third check was sent by the carrier in error and that her staff forwarded it to the patient.

of N.J.S.A. 45:1-21(b), (e) and (h), and N.J.A.C. 13:35-6.5.

(6) Dr. Lieser's office form offers general and local anesthesia. There is no description of who would provide either form of anesthesia. The consent page does not identify the individual to whose service the patient is asked to consent, nor does it inform the patient that the anesthetist was merely an independent contractor to Dr. Lieser. The anesthesia record for this patient does not disclose a legible name of the person providing anesthesia or that person's professional relationship to Lieser. In addition, Dr. Lieser did not disclose to the patient the fee being paid to the subcontracting practitioner, as required by N.J.A.C. 13:35-6.17(c)(5), which requires that a licensee who prescribes professional services to be provided by another, must disclose the name and address of the provider of those services and the cost as billed to the licensee. Dr. Lieser disputes the applicability of the Board rule, asserting that her fee did not include a charge for the anesthesia service, but she is unaware if the anesthetist submitted a claim.

(7) Dr. Lieser failed to document minimum safety requirements for a patient undergoing anesthesia, such as ASA status, NPO status, and patient weight for calculating anesthetic. She also failed to provide the minimum required monitoring equipment for a patient under anesthesia, and failed to supervise the CRNA who administered Propofol, all in violation of multiple provisions of Board rule N.J.A.C. 13:35-4A dealing with in-office surgery and anesthesia.

(8) Dr. Lieser failed to assure tracking and safe delivery of the patient's specimen to Lab-Corp, and failed to have a protocol in place to alert that no lab report had been received. Said conduct is in violation of N.J.A.C. 13:35-6.5(b)1(vi), which requires documentation of test orders and results thereof. N.J.A.C. 13:35-2.6(e)1(v) requires office procedures for follow-up reporting to patients regarding diagnostic tests. N.J.A.C. 13:35-6.5(c)1 and rule 13:35-2.6(o) require prompt issuance of test results to the patient on request and provision of a copy of requested treatment and billing records. Yet, Dr. Lieser did not inform the patient of the lost specimen, and did not take remedial action even after her staff lied to the patient when the office could not produce a copy of the report.

(9) Dr. Lieser authorized a flat fee of \$500.00 cash to cover the entire cost of examination, ultrasound, anesthesia, performance of the termination of pregnancy procedure, and a follow-up visit, and accepted the patient's cash payment in full. Respondent then issued a claim form for the

procedure date, which asserted the total charge of \$500, acknowledged the payment of \$500, but demanded an additional \$500 from the carrier.

(10) Dr. Lieser then submitted an additional insurance claim form in November 2005 for the same and sole June date of service demanding payment for multiple services which had, in fact, been included in her initial flat fee, thereby charging an excessive fee in violation of N.J.A.C. 13:35-6.11. Moreover, her conduct in billing the carrier after having already been paid in full violated N.J.S.A. 45:1-21(b), (c) and (h).

Dr. Lieser, having considered the matter and having had the opportunity to consult with her attorneys, has waived her opportunity to await the filing of formal disciplinary charges and for plenary hearing before the Board or the Office of Administrative Law. In the interests of amicable settlement of the matter, she acknowledges the conduct set forth above and has agreed to accept the resolution proposed herein.

The Board has considered the matter, and deems the within resolution to be adequately protective of the public for settlement purposes, provided that respondent complies with all of the conditions set forth below.

IT IS THEREFORE, ON THIS 19th DAY OF MARCH 2008

ORDERED:

Respondent is hereby reprimanded for the conduct described above. Within six months of the entry of this Order, respondent shall:

1. Submit proof of taking and successfully completing a course in billing and coding having the prior approval of the Board.
2. Submit proof of taking and successfully completing a course in professional ethics sponsored by the Center for Personalized Education for Physicians (CPEP) or other course having the prior approval of the Board, receiving an unconditional passing grade.
3. Submit proof of taking and successfully completing a certified Advanced Life Support course.
4. Respondent shall immediately cease and desist from utilizing, in any advertisement, office informational document, patient contract agreement, or chart record purporting to represent her medical practice, the letterhead or other name-references of any office or corporate entity of which she is not an

owner, shareholder or current salaried employee.

5. Respondent shall assure immediate deletion from her patient contract documents of all items purporting to limit or waive any legal protections or recourse otherwise available to patients or others.

6. If performing any surgical procedures in the office hereafter, assure compliance with all applicable provisions of N.J.A.C. 13:35-4A, including specifically that emergency equipment is available as required by N.J.A.C. 13:35-4A.13. Respondent shall not, however, perform any terminations of pregnancy in the office setting until further order of the Board.

7. Respondent shall assure that her charts contain documentation of examination appropriate to the purpose of the medical examination; and that she truthfully charts performance and result of only such examination as she has actually performed.

8. If performing any procedure in the office hereafter for which anesthesia other than topical anesthesia is required, and for which respondent intends to utilize the services of another health care practitioner to administer the anesthesia (such as, but not limited to a certified registered nurse anesthetist), respondent shall assure that she has checked the credentials, license status and disciplinary history of record of the proposed practitioner; has obtained informed patient consent to the services of that practitioner; is prepared to supervise the anesthesia services to be provided by such practitioner; and has disclosed to the patient in advance the name and address of the practitioner and the fee for said practitioner's services.

9. Respondent shall permanently assure that a tracking procedure is immediately established for her office, whereby any prescribed laboratory tests are noted, with followup to ascertain whether ordered tests have been timely performed and to assure that patients are informed of the results, as required by N.J.A.C. 13:35-2.6. For diagnostic tests involving the transmission of a bodily specimen, including tissue, respondent shall implement a procedure for assuring secure transmission of the specimen, and follow-up to confirm receipt of the test report and timely delivery of the results to the patient.

10. If submitting a bill for patient services to a third party payor, respondent shall assure that the fee (whether per contract with the carrier or as negotiated with the patient) is truthfully disclosed; that all services are properly coded pursuant to the manual of Current Procedural Terminology<sup>®</sup>; and that all deductibles, co-pay or co-insurance amounts received have been truthfully disclosed on the bill.

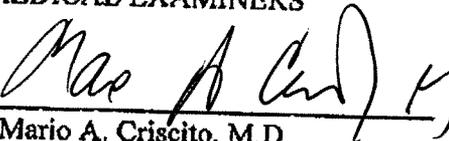
11. Respondent is assessed investigative and other costs of \$469.00, payable on or before May 1, 2008 at the Board office at P.O. Box 183, Trenton, NJ 08625-0183. Respondent is assessed an

aggregate civil penalty of \$5,000 for the conduct described above, payable to the Board. Dr. Lieser has requested, and the Board will permit, the penalty to be paid in monthly installments of \$100.00 each for the first six months, with each payment due on the first day of the month commencing June 1, 2008, and the balance of the penalty shall be paid in ten equal monthly installments of \$440.00. Interest shall accrue in accordance with Rule of Court 4:42-11. A Certificate of Debt shall be filed pursuant to N.J.S.A. 45:1-24. All payments shall be made by certified check or money order payable to the State of New Jersey. In the event that a monthly payment is not received within five days of its due date, the entire balance of the civil penalty and other unpaid monies shall become due and owing.

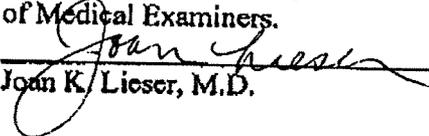
The Board accepts Dr. Lieser's representation that she has already taken corrective action to remediate the problems identified, and shall assure that they do not recur.

THIS ORDER SHALL BE EFFECTIVE UPON ENTRY.

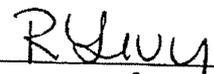
STATE BOARD OF MEDICAL EXAMINERS

By:   
 Mario A. Criscito, M.D.  
 President

I have read the within Order and understand its terms. I consent to the filing of the Order by the Board of Medical Examiners.

  
 Joan K. Lieser, M.D.

Witness:

By:   
 Counsel to Dr. Lieser

Authenticated as to  
 Joan Lieser's signature

aggregate civil penalty of \$5,000 for the conduct described above, payable to the Board. Dr. Lieser has requested, and the Board will permit, the penalty to be paid in monthly installments of \$100.00 each for the first six months, with each payment due on the first day of the month commencing June 1, 2008, and the balance of the penalty shall be paid in ten equal monthly installments of \$440.00. Interest shall accrue in accordance with Rule of Court 4:42-11. A Certificate of Debt shall be filed pursuant to N.J.S.A. 45:1-24. All payments shall be made by certified check or money order payable to the State of New Jersey. In the event that a monthly payment is not received within five days of its due date, the entire balance of the civil penalty and other unpaid monies shall become due and owing.

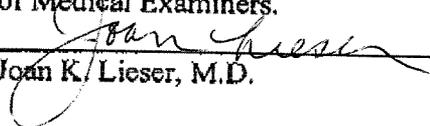
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THIS ORDER SHALL BE EFFECTIVE UPON ENTRY.

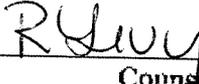
STATE BOARD OF MEDICAL EXAMINERS

By: \_\_\_\_\_  
Mario A. Criscito, M.D.  
President

I have read the within Order and understand its terms. I consent to the filing of the Order by the Board of Medical Examiners.

  
Joan K. Lieser, M.D.

Witness:

By:   
Counsel to Dr. Lieser

Authenticated as to  
Joan Lieser's signature

**NOTICE OF REPORTING PRACTICES OF BOARD  
REGARDING DISCIPLINARY ACTIONS**

Pursuant to N.J.S.A. 52:14B-3(3), all orders of the New Jersey State Board of Medical Examiners are available for public inspection. Should any inquiry be made concerning the status of a licensee, the inquirer will be informed of the existence of the order and a copy will be provided if requested. All evidentiary hearings, proceedings on motions or other applications which are conducted as public hearings and the record, including the transcript and documents marked in evidence, are available for public inspection, upon request.

Pursuant to 45 CFR Subtitle A 60.8, the Board is obligated to report to the National Practitioners Data Bank any action relating to a physician which is based on reasons relating to professional competence or professional conduct:

- (1) Which revokes or suspends (or otherwise restricts) a license;
- (2) Which censures, reprimands or places on probation;
- (3) Under which a license is surrendered.

Pursuant to 45 CFR Section 61.7, the Board is obligated to report to the Healthcare Integrity and Protection (HIP) Data Bank, any formal or official actions, such as revocation or suspension of a license (and the length of any such suspension), reprimand, censure or probation or any other loss of license or the right to apply for, or renew, a license of the provider, supplier, or practitioner, whether by operation of law, voluntary surrender, non-renewability, or otherwise, or any other negative action or finding by such federal or State agency that is publicly available information.

Pursuant to N.J.S.A. 45:9-19.13, if the Board refuses to issue, suspends, revokes or otherwise places conditions on a license or permit, it is obligated to notify each licensed health care facility and health maintenance organization with which a licensee is affiliated and every other board licensee in this state with whom he or she is directly associated in private medical practice.

In accordance with an agreement with the Federation of State Medical Boards of the United States, a list of all disciplinary orders are provided to that organization on a monthly basis.

Within the month following entry of an order, a summary of the order will appear on the public agenda for the next monthly Board meeting and is forwarded to those members of the public requesting a copy. In addition, the same summary will appear in the minutes of that Board meeting, which are also made available to those requesting a copy.

Within the month following entry of an order, a summary of the order will appear in a Monthly Disciplinary Action Listing which is made available to those members of the public requesting a copy.

On a periodic basis the Board disseminates to its licensees a newsletter which includes a brief description of all of the orders entered by the Board.

From time to time, the Press Office of the Division of Consumer Affairs may issue releases including the summaries of the content of public orders.

Nothing herein is intended in any way to limit the Board, the Division or the Attorney General from disclosing any public document.