STATE OF VERMONT
BOARD OF MEDICAL PRACTICE

In re: Andrew C. Horrigan, M.D.	)	Licensing Board Matter

STIPULATION AND CONSENT ORDER

The following agreement between Andrew C. Horrigan, M.D., an Applicant for Vermont medical licensure, and the State of Vermont, by and through Attorney General William H. Sorrell and undersigned Assistant Attorney General, James S. Arisman, provides for the terms and conditions that shall govern any such licensure of Dr. Horrigan, if this agreement is approved by the Vermont Board of Medical Practice:

1. Andrew C. Horrigan, M.D., Applicant, filed application for Vermont medical licensure on or about November 28, 2006. Applicant Horrigan presently is a resident in psychiatry with the Dartmouth-Hitchcock Medical Center and holds a New Hampshire medical training license.

2. Jurisdiction vests with the Vermont Board of Medical Practice (Board) by virtue of 26 V.S.A. §§ 1353, 1354, 1391 & 1398.

I. Background.

A. New Hampshire Disciplinary Action.

3. Applicant disclosed in applying for medical licensure in Vermont that he had been previously disciplined in the State of New Hampshire for acts of improper prescribing. Applicant disclosed that he had entered into a Settlement Agreement with the New Hampshire Board of Medicine in March 2005. See New Hampshire Settlement Agreement, attached hereunto as Exhibit 1. The New Hampshire agreement included the following

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discipline: (a) Applicant Horrigan was reprimanded by the New Hampshire Board for his conduct; (b) Dr. Horrigan's New Hampshire medical license was suspended for a period of at least three months; (c) Dr. Horrigan was required to enter into and participate in the New Hampshire Physician Health Program[1] for a period of at least five years; and d) Dr. Horrigan was administratively fined $1,500 by the New Hampshire Board.

4. Applicant's Settlement Agreement with the New Hampshire Board of Medicine was based on the following stipulated facts:

> a) in June 2004, Dr. Horrigan obtained a prescription for Ritalin 10 mg., # 30, from a fellow medical resident; Dr. Horrigan had informed the resident that he required the Ritalin for a legitimate medical condition but had been unable to obtain the drug from a primary care physician in a timely manner;
>
> b) in September 2004, Dr. Horrigan learned the DEA registration number of another physician in connection with his training program; Dr. Horrigan wrote a prescription for Ritalin 20, mg., #45, naming himself as the patient; Dr. Horrigan in so prescribing signed the name and DEA Registration number of the other physician;
>
> c) on or about December 17, 2004, Dr. Horrigan wrote a prescription for Ritalin 20 mg., #45, for his personal use, using the name of a patient; Dr. Horrigan attempted to fill this prescription at Rite Aide Pharmacy in Concord, N.H.; Dartmouth Hitchcock Medical Center learned of this improper prescribing and on December 27, 2004 suspended Dr. Horrigan from its resident training program for self-prescribing under a false name.

Applicant affirms here the accuracy of the above recitation.

5. On July 22, 2005, Applicant Horrigan pled guilty in Merrimack County Superior Court, MCSC Docket No. 05-S-1066, to attempted possession of a prescription drug without a prescription, a misdemeanor. N.H. Rev. Stat. § 318-B: 2. Dr. Horrigan received a deferred sentence of one year from the court, was placed on probation, fined $500, and required to perform 50 hours of community service.

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1. The New Hampshire Physician's Health Program is analogous to the Vermont Practitioner Health Program (VPHP) of the Vermont Medical Society.

6. On August 17, 2005, the New Hampshire Board of Medicine ended its suspension of Dr. Horrigan's resident training license based on his compliance with required recovery steps. All other provisions of Applicant's Settlement Agreement with the New Hampshire Board continued to apply to his medical license in that state. On or about November 14, 2005, Dr. Horrigan returned to work and practice at Dartmouth Hitchcock Medical Center. Since returning to training, Applicant's conduct and performance have been characterized as "exemplary" and "stellar" by his program director.

B. New Hampshire Physician Health Program Contract Requirements.

7. Applicant on or about December 30, 2004 had entered into a five-year evaluation, treatment, and monitoring program with the New Hampshire Physician Health Program (NHPHP). Requirements of the contract included: (a) evaluation and treatment; (b) regular contact with the Program in person or by telephone; (c) individual counseling; (d) participation in self-help groups; (e) random monitoring for drug and/or alcohol use; and (f) abstention from the use of all medication and/or alcohol unless prescribed by Dr. Horrigan's primary care physician or psychiatrist and approved by NHPHP.

C. Application for Medical Licensure in Vermont; VPHP Involvement.

8. Applicant plans to pursue part-time practice in Vermont as a psychiatric resident. In pursuing his application for licensure, Applicant has cooperated fully with the Vermont Board of Medical Practice and maintained close communication with the undersigned Assistant Attorney General. Applicant has provided detailed information regarding his past alcohol and drug use, his past involvement with law enforcement, and his

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current recovery efforts. Applicant agrees that these circumstances warrant the imposition of protective conditions upon any medical license that may be granted to him by the Vermont Board of Medical Practice.

9. Applicant acknowledges that principal oversight, monitoring, and direction of his recovery efforts shall be by the New Hampshire Physician Health Program and/or the New Hampshire Board of Medicine. However, Applicant agrees that the Vermont Board of Medical Practice may refer his name, information, and his Board file or portions thereof to the Vermont Practitioner Health Program (VPHP) for such action as that program may deem appropriate, including possible evaluation, screening, assessment of his current recovery status, or other involvement or a contract with VPHP. Applicant agrees that he shall cooperate fully and in good faith with any and all reasonable recommendations of VPHP that may be made with regard to treatment and recovery, expressly including any recommendations that (a) may require monitoring/screening of blood, breath, or other samples; and/or (b) other treatment and recovery modalities.

10. Applicant understands and expressly agrees that the VPHP program and/or the Vermont Board of Medical Practice at any time may impose terms and conditions related to his recovery and/or practice that may be in addition to or more stringent than those imposed by the New Hampshire Board of Medicine and/or the New Hampshire Physician Health Program. Applicant understands and expressly agrees in the event of any conflict of provisions that the terms and conditions that are most protective of the Vermont public and patients shall prevail with regard to his Vermont medical license and practice in this State.

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Applicant agrees that the Vermont Board of Medical Practice, in its sole discretion, may and shall resolve through its own determination any possible conflict of provisions.

D. Applicant Agrees that His Vermont License Shall Be Conditioned.

11. Applicant expressly agrees to and accepts the imposition of terms and conditions upon his Vermont medical license so as to provide for his continued treatment and recovery and protection of the public health, safety, and welfare.

12. Applicant agrees that he shall (a) continue his full, good faith participation in the New Hampshire Physician Health Program (and/or involvement in the Vermont Practitioner Health Program); and (b) provide his full cooperation with all reasonable recommendations made to him by any such care/recovery program, practitioners treating or evaluating him, and/or the Vermont or New Hampshire State licensing boards.

13. Applicant agrees to be bound by any and all conditions set forth herein. He understands and agrees that if the Vermont Board approves this agreement, his Vermont medical license shall be designated as "Conditioned" and that his licensure status and this agreement shall be matters of public information.

14. Applicant expressly agrees here that the imposition of terms and conditions upon any medical license granted to him by the Vermont Board of Medical Practice are fully warranted by his past history, his recovery needs, and protection of the Vermont public health, safety, and welfare.

II. Agreement as to Terms and Conditions of Vermont Licensure.

A. General.

15. Applicant agrees that he is knowingly and voluntarily agreeing to this

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Stipulation and Consent Order. He agrees that he has had the opportunity to obtain an attorney and receive legal advice and counsel regarding this Stipulation and Consent Order. He agrees and understands that by executing this document he is waiving at this time any rights of due process that he may possess with regard to the issuance to him of a Vermont medical license with accompanying terms and conditions. He agrees that the Vermont Board of Medical Practice possesses and shall continue to maintain jurisdiction in this matter, including any required action to enforce the terms herein.

16. Applicant agrees that he has read, carefully considered, and understands all terms and conditions herein. Applicant agrees to accept and be bound by these while licensed to practice medicine in the State of Vermont or elsewhere and to be bound by these until he is expressly relieved of these conditions, in writing, by the Vermont Board. The Vermont Board, in its sole discretion, may consider a petition from Applicant for modification of these conditions, no sooner than 12 months after the effective date of this Stipulation and Consent Order, unless a petition for modification at an earlier date is otherwise expressly provided for herein.

17. Applicant's license to practice medicine in the State of Vermont shall be conditioned for a minimum of five years, following entry of the Board's Order approving the terms of this agreement. Applicant's Vermont license to practice medicine shall include the designation "Conditioned" until such time as **all** terms and conditions upon his medical license have been removed by express written order of the Board.

18. Respondent acknowledges that the sole purpose of this agreement is to establish terms and conditions pertaining to his medical licensure in the State of Vermont.

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Respondent accepts all terms and conditions herein without reservation. Respondent expressly agrees that this Stipulation and Consent Order, without more, does not create any right to an unconditioned Vermont medical license and does not constitute a promise by the Board regarding continued or future licensure of any kind.

B. Basis for Vermont Board Action; Enforcement.

19. Applicant does not contest the facts set forth in paragraphs 1 through 18, above, and agrees that the Board of Medical Practice may adopt and enter those paragraphs and the instant paragraph as uncontested findings of fact and/or conclusions of law in this matter. Applicant agrees and admits that the facts set forth in paragraphs 1 through 18 and here constitute a sufficient basis under 26 V.S.A. §§ 1353, 1361 & 1391 and 3 V.S.A. § 809 for approval by the Board of this agreement and enforcement of its terms.

20. Applicant agrees he shall comply with all terms and conditions of this Stipulation and Consent Order. Applicant understands and agrees that any substantial or repeated failure by him at any time to comply with any of the terms and conditions herein may constitute unprofessional conduct by him and, if established by the State's evidence, could result in (a) suspension or revocation of Applicant's Vermont license to practice medicine; (b) additional terms and conditions on his medical license; and/or (c) such other disciplinary action as the Board might deem appropriate under the circumstances.

C. Abstention.

21. **Applicant expressly agrees he shall abstain completely and without exception from consuming alcohol or ingesting any mind or mood altering substances,**

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controlled substances, or prohibited substances in any quantity, except as may be lawfully prescribed by his primary care physician or other practitioner.

D. Incorporation of Terms.

22. The Vermont Board of Medical Practice incorporates by reference, as integral elements of this Stipulation and Consent Order all findings, conclusions, and orders of the New Hampshire Board of Medicine as set forth in its Settlement Agreement with Applicant, as attached hereunto as Exhibit 1. Such incorporation expressly shall include any and all conditions and requirements already imposed upon Applicant's license to practice medicine by the New Hampshire Board of Medicine. Applicant agrees that he shall comply fully and in good faith with all such conditions and requirements until expressly relieved of them in writing by both the New Hampshire Board of Medicine and the Vermont Board of Medical Practice.

23. Applicant acknowledges that principal oversight, monitoring, and direction of his recovery efforts shall be by the New Hampshire Physician Health Program and/or the New Hampshire Board of Medicine, unless otherwise agreed to by the Vermont Board of Medical Practice.

E. Confidentiality and Reporting.

24. Respondent acknowledges that this agreement with the Vermont Board of Medical Practice is in addition to the terms of any and all agreements between himself and the New Hampshire Physician Health Program and/or the New Hampshire Board of Medicine. Respondent agrees that he shall sign any and all releases or waivers of confidentiality that may be required for the Vermont Board of Medical Practice, its

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employees and agents, and/or the Office of the Vermont Attorney General to obtain records and information related to his current condition and treatment needs, recovery efforts and progress, and his practice of medicine, without exception.

25. Respondent agrees that at all times he shall be responsible for taking reasonable steps to ensure that copies of all reporting and/or other information required by his agreement(s) with the New Hampshire Physician Health Program and/or the New Hampshire Board of Medicine shall be promptly forwarded to the Vermont Board of Medical Practice for its review and inclusion in his Board file.

26. Respondent agrees that at any time the Vermont Board of Medical Practice may review any and all information and records related to his recovery, treatment, and/or medical practice, without exception. Respondent expressly agrees that he shall execute any and all such waivers and consents as may be required for release of all such information to the Vermont Board or its agents. Respondent acknowledges that sources of such information and records may include the New Hampshire Physician Health Program, the New Hampshire Board of Medicine, and practitioners and other individuals involved in his care and treatment, as well as employers, supervisors, peers and practitioners, and administrators at his practice sites.

27. Applicant agrees to make reasonable efforts to facilitate the prompt disclosure of any and all such information, as identified above, to the Vermont Board of Medical Practice or its agents for purposes of monitoring his care, treatment, recovery, and practice activities, as well as for the protection of patients and the public.

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28. Applicant agrees that any individual and/or entity providing to him medical care and treatment, counseling, recovery services, evaluation, and testing, screening, and monitoring may share information and communicate freely and without limitation with the Vermont Board of Medical Practice or its agents and/or the VPHP program regarding his care, treatment, and recovery.

F. Vermont Care, Treatment, and Monitoring Requirements.

29. Applicant also agrees that he shall abide by and follow all treatment and aftercare recommendations, plans, or contracts that have been or may be presented to him by evaluators, assessors, practitioners, and/or other entities providing care to him.

30. Applicant agrees that he shall be responsible for promptly providing to the Vermont Board of Medical Practice copies of all written treatment and aftercare recommendations, plans, or contracts. Applicant agrees that the Vermont Board of Medical Practice and/or its staff or agents may, at any time and in its sole discretion, also may act pursuant to Paragraph 33, below. Applicant shall bear all costs. Applicant agrees that he shall abide by all reasonable recommendations made to him by treatment providers and/or evaluators/assessors. Applicant expressly agrees and acknowledges that the Vermont Board of Medical Practice in its sole discretion may reasonably amend this agreement at any time to provide additional or substitute terms relating to his recovery, care and treatment, monitoring, supervision, and practice site.

G. Evaluation, If Requested.

31. Applicant expressly agrees that, if requested by the Vermont Board of Medical Practice (or its staff or agents) or VPHP, he shall promptly undergo such

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independent evaluation, assessment, or testing as may be requested with regard to alcohol/ substance use or fitness to practice. Should Applicant be requested to undergo such evaluation, assessment, or testing he understands and agrees he shall bear all costs and personally shall make all such payment arrangements as may be required, subject to the Board's review and approval, in advance.

32. Evaluative reports and/or assessments, physician reports, or medical records as referred to herein, which are obtained by the Vermont Board under this Stipulation and Consent Order, shall be treated as protected by the patient-physician privilege, held confidential, and shall not be subject to disclosure to anyone other than the Board, its employees, and agents, other than through disclosure as evidence in a Board proceeding pursuant to 26 V.S.A. §§ 1356-1357 and 3 V.S.A. § 814 or other authority.

H. Testing and Collection.

33. If requested to do so, Applicant agrees that he shall promptly provide urine, blood, breath, or other samples for collection and testing as directed by VPHP or by the Vermont Board of Medical Practice. Applicant agrees that VPHP may impose such requirements in this regard as it may deem appropriate and may monitor Applicant's compliance.

34. Applicant agrees that the Vermont Board of Medical Practice, in its sole discretion, may require that samples be provided in a certain manner or that the frequency of sample collection be increased or decreased. All samples shall be randomly collected and, in the Board's sole discretion, may be directly observed. Applicant shall bear all costs.

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35. Applicant has agreed to random collection and testing of samples that shall occur as directed by the New Hampshire Physician Health Program. Applicant promptly shall notify the Vermont Board in writing of the required frequency of this collection and testing. Should the frequency of such collection and testing be modified at a later date by the New Hampshire Board of Medicine and/or the New Hampshire Physician Health Program, Applicant may petition in writing the Vermont Board of Medical Practice for its approval of such a reduction, to be determined in the Vermont Board's sole discretion. Applicant agrees that any petition to the Vermont Board shall include written documentation of any pertinent determination by the New Hampshire Board of Medicine in this regard. Unless and until the Vermont Board of Medical Practice has approved in writing a reduction in the frequency of collection and testing, Applicant agrees that he may not unilaterally reduce such frequency, regardless of any action that already may have been taken by the New Hampshire Board of Medicine and/or the New Hampshire Physician Health Program.

36. In no case shall the Vermont Board approve any change to collection procedures that could have the possible result of limiting the effectiveness of collection, testing, and substance monitoring. The Vermont Board, in its sole discretion, may at any time impose such collection and testing arrangements, it may reasonably deem appropriate.

I. Vermont Practice Site and Employment; Supervising Physician.

37. Respondent agrees that he does not presently practice medicine in the State of Vermont. Respondent agrees that he shall provide prior written notice to the Vermont Board of Medical Practice of any intended practice activities in the State of Vermont. Applicant agrees that his practice of medicine at any individual practice site shall be subject to the

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possible disapproval of the Vermont Board of Medical Practice, in its sole discretion, at any time. Applicant agrees that any practice by him in the State of Vermont shall occur only in a structured group practice setting in which he has frequent and regular contact and interaction with other practitioners.

38. Applicant agrees that while employed and practicing in the State of Vermont he shall maintain regular communication with a Supervising Physician, who shall be subject to Vermont Board approval or disapproval at any time, in the Board's sole discretion. Applicant promptly shall provide the Vermont Board of Medical Practice with written notice of the name and c.v. of such Supervising Physician. Applicant agrees that other practitioners or staff within his Vermont practice setting may communicate without limitation with his Supervising Physician and with the Vermont Board of Medical Practice regarding Applicant's care of patients, any problems arising with respect to patient care or the practice setting, and Applicant's ability to practice medicine safely.

39. Applicant's Supervising Physician shall meet with Applicant as needed and at least monthly to discuss Applicant's practice, care of patients, Applicant's recovery and abstention, and any problems, concerns, or questions related to these matters or Applicant's compliance with this agreement. Applicant agrees that the Vermont Board may direct the frequency of such meetings, in its sole discretion. Applicant shall maintain a written record of the dates of all such meetings, their duration, and subjects addressed. Applicant agrees that he personally shall be responsible for ensuring that the Supervising Physician shall provide quarterly written reports to the Board summarizing actions taken under this

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paragraph and addressing Applicant's ability to practice medicine safely. The terms and conditions set forth in this paragraph are material terms of this agreement.

40. Applicant expressly agrees that the Vermont Board may receive recommendations or advice from the VPHP program, the New Hampshire Board of Medicine and/or the New Hampshire Physician Health Program as to Applicant's possible Vermont practice setting. The Vermont Board, in its sole discretion, may act with regard to such recommendations or advice. Applicant shall immediately notify the Board if his practice at any site or setting is restricted or terminated for any reason. If Applicant intends to seek a change of practice site, he shall notify the Board at least 30 days in advance of any anticipated change of practice site. The Vermont Board may waive this notice provision, in its sole discretion.

41. Applicant agrees that he shall provide a complete copy of this Stipulation and Consent Order to any employer and/or supervisor for whom he works or to any prospective employer, any State medical board, or other licensing authority in any location or jurisdiction where he may seek to practice or where he may make application, so long as this agreement remains in effect.

J. Prescribing.

42. Applicant agrees he shall retain in series a copy of each prescription for DEA schedule controlled substances written by him. Such retained copies of prescriptions shall be organized chronologically by month and shall be made available, forthwith, for

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immediate Board inspection upon oral or written request directed to at his place of business. No advance notice or reiteration of such a request shall be required. Any failure to produce the required prescribing records within 24 hours of such request shall be presumptive non-compliance with this requirement, but may be rebutted by Applicant with credible evidence of good cause for such delay. All prescribing of controlled substances by Applicant shall be promptly recorded in writing in the patient's medical record. Any costs related to this requirement shall be borne by Applicant.

43. Applicant agrees and understands that he shall not at any time, under any circumstances, prescribe controlled substances or medications of any kind for himself, family members, residents or guests of his household, friends, or intimates. Applicant may prescribe only for bona fide patients who are seen by Applicant in an office or hospital setting. In no case may Applicant prescribe any substance or medication without creating a written medical record to reflect that such a prescription has been provided to the patient and the rationale therefore. Applicant in no circumstances shall engage in self-prescribing of any substance or medication.

44. Applicant may personally possess and consume only those medications lawfully prescribed for him. Regardless of circumstances, Applicant immediately shall report to VPHP and the New Hampshire Physician Health Program any DEA Schedule controlled substances or intoxicants used or consumed by him at any time, the name of the prescribing practitioner, if any, and the circumstances involved, including "slips", inadvertences, and/or consumption by mistake or error.

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K. Therapy, Twelve Step Program, and Caduceus Participation.

45. Applicant agrees that he shall fully and in good faith participate in therapeutic counseling and treatment for chemical dependency, as required by the New Hampshire Physician Health Program, VPHP, or the Vermont Board of Medical Practice. Applicant shall attend such therapy regularly, until such time as this requirement may be modified upon his petition, in the sole discretion of the Vermont Board. The Vermont Board in its sole discretion may approve or disapprove any such a petition from Applicant.

46. Applicant agrees he shall attend and participate in good faith in a 12-Step self-help program, attending at least three such meetings each week. Applicant shall not reduce such frequency without the express approval of the Vermont Board. Applicant also agrees he shall attend at least once a month a meeting of Caduceus or a similar group meeting for practitioners. Applicant shall maintain a written record of all such attendances by him.

L. Possible Cessation of Practice.

47. Applicant agrees that the VPHP program, the New Hampshire Board of Medicine, the New Hampshire Physician Health Program, treating practitioners, and/or employers or supervisors may and shall report immediately to the Vermont Board of Medical Practice (a) any apparent noncompliance by Applicant with this or any agreement with a state licensing board or recovery/care program; and/or (b) any apparent non-compliance with recommendations made to him by treating practitioners. Applicant agrees that any of these entities and/or his care providers at any time may report to the Vermont

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Board any concern regarding his ability to practice medicine safely, his use or consumption of any prohibited substance, and/or his recovery.

48. Applicant agrees that upon oral or written request by the Vermont Board of Medical Practice, its staff, or agents, Applicant shall voluntarily and immediately cease and desist from the practice of medicine, pending further proceedings before the Board. The Board shall disclose in writing the reasonable basis for its request at the time it is made. The parties agree that should Applicant so request, the Board shall promptly provide a hearing to determine whether any motion for summary suspension of licensure or other Board action shall be entered to protect patients and the public or enforce the terms of this agreement.

49. Applicant acknowledges and agrees that engaging in unprofessional conduct, as chargeable under 26 VSA §§1354 or 1398, shall constitute prima facie evidence of a violation by him of this agreement sufficient to support findings by the Vermont Board that the circumstances of Applicant's recovery, rehabilitation, and/or care and treatment have substantially changed, that the present conditions are inadequate to protect the health, safety and welfare of the public, and that immediate suspension of Applicant's medical license or other Board action is required.

50. The parties agree that nothing contained herein shall limit Applicant's right to present a written motion at a later date for modification of any order of suspension or other order that is entered pursuant to the terms and conditions herein. The Vermont Board of Medical Practice agrees that it will promptly review, consider, and determine, in its sole discretion, any such motion. In this regard, Board determination may be based solely on written filings by the parties.

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III. Implementation.

A. Dissemination of Agreement.

51. The parties agree that this Stipulation and Consent Order shall be a public document and shall be made part of Applicant's licensing file. The parties agree that this Stipulation and Consent Order is intended to establish Applicant's terms of licensure. The parties agree that this Stipulation and Consent Order imposes terms and conditions upon Applicant's Vermont medical license and that this agreement may be reported to other licensing authorities and/or entities including, but not limited to, the National Practitioner Data Bank and the Federation of State Medical Boards.

B. Board Approval Required.

52. This Stipulation and Consent Order is subject to review and acceptance by the Vermont Board of Medical Practice and shall not become effective until presented to and approved by the Board. If the Board rejects any part of this Stipulation and Consent Order, the entire agreement shall be considered void. However, should the terms and conditions of this Stipulation and Consent Order be deemed acceptable by the Board, the parties request that the Board (a) enter an order conditioning Applicant's license to practice medicine in Vermont, as set forth herein; and (b) issue to Applicant a license to practice medicine in the State of Vermont, subject to these conditions.

C. Compliance.

53. Applicant agrees to be bound by all terms and conditions of this Stipulation and Consent Order. Applicant agrees that the Board of Medical Practice shall retain jurisdiction to enforce all terms and conditions of this Stipulation and Consent Order.

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Applicant expressly agrees that any failure by him to comply with the terms of this Stipulation and Consent Order, specifically including, but not limited to, its record-keeping, reporting, approval, testing and collection, and abstention requirements may be deemed to constitute unprofessional conduct under 26 V.S.A. §§1354(25) and/or 1398 and shall subject Applicant to such disciplinary action as the Vermont Board may deem appropriate.

54. Applicant agrees that he shall communicate immediately with the Vermont Board of Medical Practice regarding any possible non-compliance by him with the terms of this agreement, any disagreement with its terms, or any lack of understanding on his part as to what is required by this agreement.

D. Commitments by Applicant.

55. In signing this Stipulation and Consent Order, Applicant agrees that he has committed himself to (a) complete and uninterrupted abstention from the use of alcohol and/or the unlawful use of controlled substances; (b) good faith, continuing recovery efforts; (c) full compliance by him with all terms and conditions herein; and (d) full, good-faith compliance by him with all reasonable direction, recommendations, and requirements of his treating professionals, the Vermont Board of Medical Practice, the Vermont Practitioner Health Program, the New Hampshire Board of Medicine, and/or the New Hampshire Physician Health Program. Applicant understands and agrees that his personal well being and future practice of medicine depend on honoring these commitments without fail.

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Dated at Montpelier, Vermont, this 27th day of February 2007.

STATE OF VERMONT

WILLIAM H. SORRELL
ATTORNEY GENERAL

by: _____
JAMES S. ARISMAN
Assistant Attorney General

Dated at Lebanon, N.H., this 27th day of February 2007.

_____ MD
ANDREW C. HORRIGAN, M.D.
Applicant, *pro se*

FOREGOING, AS TO ANDREW C. HORRIGAN, M.D.

APPROVED AND ORDERED

VERMONT BOARD OF MEDICAL PRACTICE

Patricia A. King MD PhD	[illegible]
Gary R. Sadkin MD	[illegible]
Russ [illegible] MD	Sharon L. [illegible]
Peter Pharadov, MD	Richard [illegible] M.D
[illegible]	David [illegible] MD
[illegible]	[illegible]

DATED: March 7, 2007

ENTERED AND EFFECTIVE: March 21, 2007

JSA/AAG: HORRIGAN, M.D., APPLICANT; 2/07

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

In the Matter of:
Andrew Horrigan, M.D.
No.: RT 1242
(Misconduct Allegations)

STATE OF VERMONT
EXHIBIT 1

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 Andrew Horrigan, M.D. ("Dr. Horrigan" 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 granted Respondent a training license number RT 1242 on June 24, 2003 which authorizes him to practice as a medical resident at Dartmouth Hitchcock Medical Center in Lebanon, NH or off-site under faculty supervision as determined to be part of his training program. Respondent's training license expires on June 30, 2010.

3. The Board received information that Respondent's attempt to obtained Ritalin for his own by writing a prescription in the name one of his patients and delivering it to Rite-Aide Pharmacy in Concord, NH.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to three incidents. Respondent prescribed Ritalin for his personal use by writing a prescription using another physician's name and Drug Enforcement Agency ("DEA") registration number on a prescription; he attempted to obtain Ritalin for his own use by writing a prescription in the name of one of his patients at NH Hospital in Concord, NH; and he gave false information concerning his medical treatment and status to a medical resident who wrote a prescription for Ritalin him.

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 (b), and (d) by the following facts:

   A. On or about June of 2004, Respondent obtained a prescription for Ritalin 10 mg. #30 from Medical Resident A. Respondent informed Medical Resident A that he required the Ritalin for a legitimate medical condition and was unable to obtain it from a primary care physician at that time.

   B. On or about September of 2004, as part of his training program, Respondent learned the DEA number for Physician A. Respondent wrote a prescription for Ritalin 20 mg. #45 and which identified the Respondent as the patient.

Respondent signed the prescription with Physician A's name and DEA number.

C. On or about December 17, 2004, Respondent wrote a prescription for Ritalin 20 mg, #45 for his personal use using the name of Patient A and attempted to fill the prescription at Rite Aide Pharmacy in Concord, NH.

D. On or between December 17, 2004 and December 27, 2004, Dartmouth Hitchcock Medical Center learned that Respondent had attempted to obtain Ritalin by using a prescription he had filled out in Patient A's name.

E. On or about December 27, 2004, Respondent was suspended from the resident training program at Dartmouth Hitchcock Medical Center for self-prescribing under a false name.

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 (b) and (d).

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 Suspension shall run concurrently with the suspension of his privileges to

practice as a medical resident at Dartmouth Hitchcock Medical Center in Lebanon, NH. The period of suspension shall not run later than the date of his reinstatement at Dartmouth Hitchcock Medical Center but shall continue until further order by the Board.

C. Respondent shall immediately enter into the NH Physicians Health Program ("NHPHP") and meaningfully participate in all aspects of that program. He shall contract with the NHPHP for a period of no less than five (5) years. Respondent shall follow all recommendations made by the Director of the NHPHP and/or her designee.

D. Within 20 days of the effective date of this *Settlement Agreement*, Respondent shall submit to the Board a signed copy of his contract with the NHPHP. Respondent shall provide all of the medical, mental health or substance abuse prevention professionals from whom he may seek treatment with a copy of the *Settlement Agreement.*

E. The terms and conditions of Respondent's contract with the NHPHP are incorporated herein by reference.

F. Respondent is assessed an ADMINISTRATIVE FINE in the amount of one thousand five hundred dollars ($1,500) Respondent shall pay this fine in five (5) installments of $300.00 each. The first payment shall be due within thirty (30) days of the effective date of this agreement. The remaining payments 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.

G. Respondent shall bear all costs of the treatment, evaluation, and reporting required by this *Settlement Agreement*, and his contract with the NHPHP but he shall be permitted to share such costs with third parties.

H. The Board may consider Respondent's compliance with the terms and conditions herein and with the recommendations of the treating medical, mental health or substance abuse prevention professional and the Director of the NHPHP and/or her designee in any subsequent proceeding before the Board regarding Respondent's license.

I. 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.

J. For a continuing period of five (5) 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* and/or the terms or conditions of Respondent's contract with the NHPHP 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 not accepted 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: 5/24/05

Andrew Horrigan, M.D.
Respondent

Date: 3-24-05

Robert E. McDaniel, Esq.
Counsel for Respondent