

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

In the Matter of:
Robert P. Andrews, M.D.
No.: 7401
(Misconduct Allegations)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of medicine, the New Hampshire Board of Medicine (“Board”) and Robert P. Andrews, M.D. (“Dr. Andrews” 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; RSA 329:18; RSA 329:18-a; and Medical Administrative Rule (“Med”) 206 and 210, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by physicians. Pursuant to RSA 329:18-a, III, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice medicine in the State of New Hampshire on August 14, 1986. Respondent holds license number 7401. Respondent practices at Mary Imogene Bassett Hospital, 1 Atwell Road in Cooperstown, New York.
3. On or about June 26, 2007, the Board received information regarding Respondent’s voluntary surrender of his license to practice medicine in the State of Maine. At the

conclusion of an Informal Conference held on June 12, 2007, the Respondent voluntarily surrendered his Maine medical license in lieu of proceeding to an adjudicatory hearing. This action was based on unprofessional conduct, prescribing practices and medical records documentation issues. This surrender occurred during an investigation by the State of Maine Board of Licensure in Medicine (“Maine Board”) into Respondent’s prescriptions for DM – a member of Respondent’s household with whom he had an intimate relationship. Following Respondent’s Voluntary Surrender of his license, the Maine Board terminated their investigation. As a result of Respondent’s surrender of his Maine license, the State of Washington Medical Quality Assurance Commission, ordered a summary suspension of Respondent’s license. This order went into effect on December 3, 2007.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent’s prescription writing practices for DM. During this period of time, DM was under the care of another physician.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct, in violation of RSA 329:17 VI (d) and (k), Med. 501.02(d) and (e), by the following facts:
 - A. DM was being treated for Hepatitis C by her primary physician, who prescribed Interferon for DM.
 - B. During the Interferon treatment, DM was involved in an intimate relationship with Respondent. From July 1, 2005 through January 15, 2007, Respondent

wrote the following prescriptions for DM: 21 prescriptions for Alprazolam; four prescriptions for Zithromax; one prescription for Hydrocodone; one prescription for Ibuprofen; and 20 prescriptions for Vicodin. These prescriptions ranged in amount from six to 50 pills.

- C. At the time Respondent wrote these prescriptions, DM was still under the care of her primary physician. This primary physician is a sole practitioner who has coverage for times when she is not available. Respondent believed that he had a tacit agreement with the primary physician to serve as DM's backup in prescribing medications to DM. The primary physician was aware that Respondent had been prescribing for DM. While the primary physician believes that Respondent believed there was an understanding between them, no such agreement existed.
- D. Respondent failed to maintain adequate records regarding his treatment of DM. He failed to communicate to DM's primary care physician the number of prescriptions that he had provided to DM.
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 (c), (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 is required to meaningfully participate, at his own expense, in the Medical Ethics, Boundaries and Professionalism course held at Case Western Reserve, for a total of 17 credits. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within one (1) year from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion.
 - C. 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.
 - D. For a continuing period of one (1) year 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.

E. Respondent shall bear all costs of complying with the requirements of this *Settlement Agreement*, but he shall be permitted to share such costs with third parties.

9. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 329:17, VI (d), and a separate and sufficient basis for further disciplinary action by the Board.

10. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.

11. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.

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

13. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
14. Respondent understands that his action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
15. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this agreement.
16. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced his right to a fair and impartial hearing in the future if this *Settlement Agreement* is 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: 14 October 2008

Robert P Andrews MD
Robert P. Andrews, M.D.
Respondent

Robert P Andrews MD

FOR THE BOARD/*

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

Date: 11/7/08

Penny Taylor
(Signature)

PENNY TAYLOR
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Medicine

/* Board members, recused:
Amy Feltison, M.D.