

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

In the Matter of:  
**Corinne R. Replogle, MD**  
License No.: **14570**  
(Disciplinary Proceeding)

**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 Corinne R. Replogle, MD (“Dr. Replogle” 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 5, 2009. Respondent holds license number 14570. Respondent practices medicine at Mill Pond Family Practice in Durham, NH.
3. On or about October 16, 2012, the Board received information from law enforcement agencies that the Respondent prescribed controlled and non-controlled medications for her significant other L.H who resided at the same address as Respondent. This

matter was referred to the Board to ascertain whether the Respondent inappropriately prescribed medications for L.H..

4. In response to the allegations, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's prescribing practices for L.H.
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; Med 501.02; and AMA Code of Ethics 8.19, by the following facts:
  - A. Respondent has been licensed to practice medicine in New Hampshire since August 5, 2009.
  - B. Respondent has been employed by Mill Pond Family Practice in Durham, NH.
  - C. Respondent and Patient L.H. are life partners and reside at the same address.
  - D. L.H. became a patient at Mill Pond Family Practice in October 2009.
  - E. According to L.H.'s medical records, Respondent was L.H.'s Primary Care Physician ("PCP") from December 2009 until March 2012 when another physician at Mill Pond Family Practice became her PCP. Throughout the time that she had been L.H.'s PCP, Respondent was copied on reports from other doctors regarding L.H.'s treatment.
  - F. According to information received by the Board Investigator, Respondent provided L.H. with a prescription for Ativan, Ambien and Vicodin and two prescriptions for Xanax. Respondent also wrote the following prescriptions for L.H.:

- 02/10/11 Seroquel 25 mg #90
- 03/04/11 Seroquel 25 mg #90
- 04/14/11 Seroquel 25 mg #90
- 05/14/11 Seroquel 25 mg #90
- 06/07/11 Seroquel 25 mg #90
- 07/03/11 Seroquel 25 mg #90
- 07/31/11 Seroquel 25 mg #90
- 08/29/11 Seroquel 25 mg #60
- 09/25/11 Seroquel 25 mg #60
- 10/27/11 Seroquel 25 mg #60
- 11/16/11 Seroquel 25 mg #60
- 12/14/11 Seroquel 25 mg #60
- 01/04/12 Seroquel 25 mg #60
- 01/24/12 Seroquel 25 mg #60
- 02/03/12 Seroquel 25 mg #120
  
- 02/18/12 Fluoxetine 40 mg #60
  
- 03/07/12 Lorazepam .5 mg #20
  
- 05/24/12 Quetiapine 100 mg #30
- 06/19/12 Quetiapine 100 mg #30
- 07/23/12 Quetiapine 100 mg #30
- 08/20/12 Quetiapine 100 mg #30
  
- 10/10/12 Alprazolam 05 mg #20
  
- 04/27/11 Zolpidem 10 mg #30
- 05/28/11 Zolpidem 10 mg #30
- 06/27/11 Zolpidem 10 mg #30
- 07/18/11 Zolpidem 10 mg #10
- 07/28/11 Zolpidem 10 mg #30
- 08/27/11 Zolpidem 10 mg #30
- 09/09/11 Zolpidem 10 mg #30
- 10/26/11 Zolpidem 10 mg #30
- 11/26/11 Zolpidem 10 mg #30
- 12/26/11 Zolpidem 10 mg #30
- 01/26/12 Zolpidem 10 mg #30
- 02/26/12 Zolpidem 10 mg #30
  
- 07/18/11 Tramadol 50 mg #60
- 08/14/11 Tramadol 50 mg #70

- 09/09/11 Tramadol 50 mg #70
- 09/27/11 Tramadol 50 mg #70
- 10/15/11 Tramadol 50 mg #70

G. Respondent informed the Board that she wrote prescriptions for L.H. for short-term minor problems that were not emergencies. Respondent stated, "I wrote my partner a couple of scripts as a rare event, because I didn't want to bother her primary care doctor. I wrote for a few Xanax for her to help with flying, not as a chronic medicine. And I wrote for Ambien to fill in for a mail away prescription that had not yet been delivered."

H. Respondent was not forthright in her responses to the Board concerning the extent of her treatment of L.H. and her prescribing for L.H. in that records establish that Respondent was L.H.'s PCP for more than two years and that Respondent wrote multiple prescriptions for L.H. for well over a year.

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; Med 501.02; and AMA Code of Ethics 8.19. Respondent repeatedly violated the ethical rules by treating, and writing prescriptions for a family member in non-emergency situations over a two year period of time. Also, complete information regarding the extent of the prescribing and treatment was not disclosed to the Board during its investigation.

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 complete nine (9) hours of CONTINUING MEDICAL EDUCATION (“CME”) in an area related to ethics. The CME hours may include prescribing ethics, if such a specific course is offered. Such CME hours must be pre-approved by the Board. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within one (1) year from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion.
- C. Respondent is assessed an ADMINISTRATIVE FINE in the amount of \$2,000.00. Respondent shall pay this fine in full within thirty (30) days of the effective date of this *Settlement Agreement*, as defined further below, by delivering a money order or bank check, made payable to “Treasurer, State of New Hampshire,” to the Board’s office at 2 Industrial Park Drive, Suite 8, Concord, New Hampshire.
- D. 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.

- E. 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.
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.

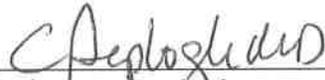
12. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
13. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
14. Respondent understands that her 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 her choosing in connection with her 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 of it, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claim that any disclosures made to the Board for its review of this *Settlement Agreement*, and any guidance or explanations provided to the parties by the Board resulting from that review, has prejudiced her right to a fair and impartial hearing, in the event this *Settlement Agreement* is not accepted by the Board and no other *Settlement Agreement* is presented to the Board thereafter.
17. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
18. Respondent certifies that she has read this document titled *Settlement Agreement*. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to

confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her 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*, she 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: 9/5/13

  
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Corinne R. Replogle, MD  
Respondent

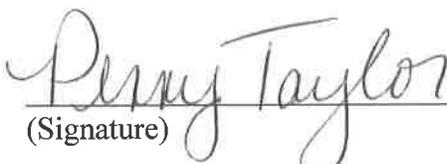
Date: 9/6/13

  
\_\_\_\_\_  
Ralph Suozzo, Esq.  
Counsel for Respondent

**FOR THE BOARD/\***

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

Date: 10/7/13

  
\_\_\_\_\_  
(Signature)

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

/\* N/A, Board members, recused.