

BEFORE THE COLORADO MEDICAL BOARD
STATE OF COLORADO

CASE 2012-0001513-B

SECOND INTERIM PRACTICE AGREEMENT

IN THE MATTER OF THE LICENSE TO PRACTICE MEDICINE IN THE STATE OF
COLORADO OF THOMAS M. HORIAGON, M.D., LICENSE NO. 39465,

Respondent.

IT IS HEREBY STIPULATED and agreed by and between Inquiry Panel B ("Panel") of the Colorado Medical Board ("Board") and Thomas M. Horiagon, M.D. ("Respondent") as follows:

1. Respondent was licensed to practice medicine in the state of Colorado on April 20, 2001 and was issued license number 39465, which Respondent has held continuously since that date.
2. The Panel and the Board have jurisdiction over Respondent and over the subject matter of this proceeding.
3. On July 19, 2012, the Panel reviewed materials from case number 2012-0001513-B. The Panel reviewed information based upon which the Panel determined it had reasonable grounds to believe that the public health, safety, or welfare imperatively requires emergency action. Information reviewed by the Panel supported concerns that Respondent provided substandard care during his treatment of three patients and that Respondent did not effectively work within a team environment to provide patient care that adequately met appropriate standards of care.
4. Based upon the information and the totality of the circumstances, the Panel had objective and reasonable grounds to believe and found that the public health, safety or welfare imperatively required emergency action. Accordingly, the Panel found grounds for summary suspension, but authorized the parties to enter into an agreement for Respondent not to practice.
5. In lieu of summary suspension pursuant to section 24-4-104(4), C.R.S., the parties entered an Interim Cessation of Practice Agreement dated July 23, 2012, pending further evaluation and investigation of Respondent's practice to determine what further actions, if any, were warranted. In the Interim Cessation of Practice Agreement, Respondent agreed that he would not perform any act requiring a license issued by the Board while the Interim Cessation of Practice Agreement was in effect.

6. On September 13, 2012, the Panel reviewed a request from Respondent that he be permitted to perform certain non-clinical practice work, which he had done prior to the Interim Cessation of Practice Agreement, as a physician advisor to an insurance company. The work requires a medical license.

7. Based on the information received from Respondent and the totality of the circumstances, the Panel authorized the parties to enter into a Second Interim Practice Agreement.

8. This Second Interim Practice Agreement supersedes the Interim Cessation of Practice Agreement.

PRACTICE RESTRICTION

9. On the effective date of this Second Interim Practice Agreement, Respondent specifically agrees that his medical practice is restricted to the following:

Respondent may work as a physician advisor to Executive Health Resources, a wholly owned subsidiary of United Healthcare. Respondent's medical practice is limited to advising case managers with respect to compliance with Medicare rules. Further, Respondent's medical practice is limited to retrospective analysis of Medicare compliance at Executive Health Resources, and shall not include contemporaneous review of patient care or discharge decisions.

This Second Interim Practice Agreement in no way permits Respondent to engage in the clinical practice of medicine or in any other capacity requiring a Colorado license, except as specifically provided herein.

10. This Second Interim Practice Agreement shall remain in effect until such time as the parties reach a final disposition of this case or, in the event additional summary suspension proceedings are initiated, until such time as an order for summary suspension enters.

11. The Panel agrees that it will not institute summary suspension proceedings while this Second Interim Practice Agreement is in effect so long as the Respondent remains in compliance with this Second Interim Practice Agreement and so long as the Panel does not learn of new information that would indicate that summary suspension is warranted.

12. Nothing in this Second Interim Practice Agreement shall constitute disciplinary action, a finding that Respondent has engaged in unprofessional conduct, or any admission by Respondent of unprofessional conduct. There have been no final determinations regarding Respondent's professional competence or professional conduct. Nothing in this Second Interim Practice Agreement shall constitute final action as defined in section 24-4-102(1), C.R.S.

13. Nothing in this Second Interim Practice Agreement shall preclude the Panel from initiating disciplinary action pursuant to section 12-36-118, C.R.S., or issuing a Final Agency Order even while this Second Interim Practice Agreement is in effect.

14. Respondent understands that Respondent has the right to be represented by counsel of Respondent's choice in this matter, and Respondent is represented by counsel in this matter.

15. The terms of this Second Interim Practice Agreement were mutually negotiated and determined.

16. Both parties acknowledge that they understand the legal consequences of this Second Interim Practice Agreement, both parties enter into this Second Interim Practice Agreement voluntarily, and both parties agree that no term or condition of this Second Interim Practice Agreement is unconscionable.

17. This Second Interim Practice Agreement and all its terms constitute a valid board order for purposes of section 12-36-117(1)(u), C.R.S.

18. So that the Board may notify hospitals of this Second Interim Practice Agreement, Respondent represents that he presently holds no privileges at any hospitals.

19. Invalidation of any portion of this Second Interim Practice Agreement by judgment or court order shall in no way affect any other provision, which provision shall remain in full force and effect.

20. This Second Interim Practice Agreement shall be effective upon signature by Respondent. Respondent acknowledges that the Panel may choose not to accept the terms of this Second Interim Practice Agreement and that if the Second Interim Practice Agreement is not approved by the Panel and signed by a Panel member or other authorized person, it is void.

21. This Second Interim Practice Agreement constitutes the entire agreement between the parties, and there are no other agreements or promises, written or oral, which modify, interpret, construe or affect this Second Interim Practice Agreement.


22. All costs and expenses incurred by Respondent to comply with this Second Interim Practice Agreement shall be the sole responsibility of Respondent, and shall in no way be the obligation of the Board or Panel.

23. This Second Interim Practice Agreement shall constitute a public record but is not reportable to the National Practitioner Data Bank or to the Healthcare Integrity Protection Data Bank.

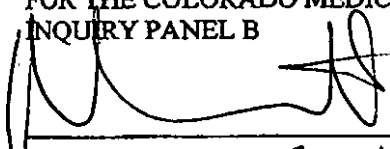

THOMAS M. HORIAGON, M.D.

The foregoing Second Interim Practice Agreement was acknowledged before me this 17th day of September, 2012 by Thomas M. Horiagon, M.D., in the County of Douglas State of Colorado.

**MARK C STRUBEL
NOTARY PUBLIC
STATE OF COLORADO**


NOTARY PUBLIC
5/22/2016
Commission expiration date

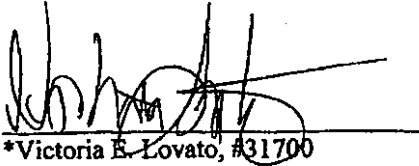
THE FOREGOING Second Interim Practice Agreement is approved and effective this 18th day of September, 2012.

FOR THE COLORADO MEDICAL BOARD
INQUIRY PANEL B

Marshall S. Smith
Program Director

APPROVED AS TO FORM:

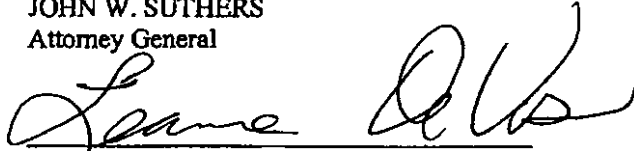
FOR THE RESPONDENT

FOR THE COLORADO MEDICAL BOARD



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