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

In the Matter of:
Arthur H. Cutter, DVM
License No.: 227
(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 Veterinary Medicine ("Board") and Arthur H. Cutter, DVM ("Dr. Cutter" or Respondent"), a veterinarian 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 332-B:14, 332-B:15 and 332-B:16, and Veterinary Medicine Administrative Rule ("Vet") 202, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by veterinarians. Pursuant to RSA 332-B:15, VI (e), the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted the Respondent a license to practice veterinary medicine in the State of New Hampshire on July 10, 1969. The Respondent holds license number 227. The Respondent practices veterinary medicine in Hookset, NH.
3. In December of 2006 and February of 2007, the Board received three complaints involving health certificates for puppies that were completed by Respondent.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's practices and procedures for the completion of health certificates for puppies.

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 332-B:14, II (d) and (n), by the following facts:

   A. Respondent conducts examinations for pet stores and dog breeders and routinely issues health certificates for puppies.

   B. New Hampshire law requires such health certificates to be completed in full by a licensed veterinarian.

   C. More than 60 of Respondent's health certificates were examined.

   D. Respondent's health certificates routinely omitted required information and contained information entered by people other than himself that was entered onto the form after he conducted the examination of the dogs.

6. The Board finds Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 332-B:14, II (d) and (n).

7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a veterinarian in the State of New Hampshire.

8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 332-B:14, III:

   A. Respondent is **reprimanded**.

B. Respondent is assessed an **administrative fine** in the amount of $2,000. 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 25 Capitol Street, 2nd floor, P.O. Box 2042, Concord, NH 03301.

C. The Board may consider Respondent's compliance with the terms and conditions herein and with the recommendations of the treating mental health professional in any subsequent proceeding before the Board regarding Respondent's license.

9. Within ten (10) days of the effective date of this *Settlement 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 veterinarian or work which requires a veterinary degree and/or veterinary license or directly or indirectly involves animal care, and to any agency or authority which licenses, certifies or credentials veterinarians, with which Respondent is presently affiliated.

10. For a continuing period of one (1) year from the effective date of this *Settlement Agreement*, Respondent shall furnish a copy of this Settlement *Settlement Agreement* to any employer to which Respondent may apply for work as a veterinarian or for work in any capacity which requires a veterinary degree and/or veterinary license or directly or indirectly involves animal care, and to any agency or authority that

licenses, certifies or credentials veterinarians, to which Respondent may apply for any such professional privileges or recognition.

11. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 332-B:14, II (c), and a separate and sufficient basis for further disciplinary action by the Board.

12. 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.

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

14. 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.

15. 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.

16. 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.

17. 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 *Settlement Agreement*.

18. 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.

19. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.

20. Respondent certifies that he has read this *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.

21. 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 THE RESPONDENT

Date: 11/16/07

Arthur H. Cutter, DVM
Arthur H. Cutter, DVM
Respondent

FOR THE BOARD/*

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

Date: 1/8/08

Patricia M. Duncklee
(Signature)

Patricia M. Duncklee
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of
Veterinary Medicine

/* Robin Hertel, DVM, Board member, recused.

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