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GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

Commonwealth of Massachusetts
Board of Registration in Medicine

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STANLEY M. RILEY, JR., MD.
EXECUTIVE DIRECTOR

DEC 29 2011

December 27, 2011

VIA CERTIFIED MAIL: 70110470000059780168

W. Scott Liebert, Esq.
Law Office of W. Scott Liebert
29 Crafts Street, Suite 500
Newton, Massachusetts 02460

Re: Michael Langan, M.D.
Letter of Agreement

Dear Attorney Liebert:

Enclosed please find a copy of the proposed Letter of Agreement ("LOA") Addendum. You will note that the LOA Addendum contains terms that are consistent with the Board of Registration in Medicine's ("Board") December 21, 2011 recommendation. In order for this to be placed on the February 1, 2012 Complaint Committee agenda, the original signed Letter of Agreement Modification Order must be submitted to my office no later than January 6, 2012 by 4pm.

Please feel free to contact me with any questions.

Sincerely,

Tracy J. Ottina, Esq.
Physician Health & Compliance

enc: Letter of Agreement Addendum
December 21, 2011 Board decision letter

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

BOARD OF REGISTRATION
IN MEDICINE

In the Matter of)
)
)
Michael L. Langan, M.D.)
_____)

Letter of Agreement Addendum

The Complaint Committee and the Licensee hereby AGREE to the following modifications of his October 8, 2008 Letter of Agreement:

Paragraph C of the Letter of Agreement is stricken and replaced by the following:

C. This Agreement with the Complaint Committee ("Committee") of the Board will remain in effect for seven years from March 18, 2008, the day the Licensee entered into a contract with the Physician Health Services ("PHS") of the Massachusetts Medical Society, unless extended at the Committee's discretion for reasonable cause. The Licensee agrees that failure to comply with this Agreement shall constitute sufficient grounds for the immediate suspension of the Licensee's license, or any such lesser sanction as the Board may deem fit to impose, without prior notice to the Licensee. Upon any such suspension or lesser sanction, the Licensee shall have the opportunity to request a hearing, which will be scheduled promptly, at which he may contest the assertion of a violation of this Agreement. At such a hearing, the Licensee will bear the burden of establishing that he did not violate this Agreement. The Licensee hereby waives any claim or defense to any such suspension or such lesser sanction, other than contesting the alleged violation of this Agreement, and hereby acknowledges and agrees that by entering into this Agreement he is relinquishing important procedural and substantive rights.

Paragraph D of the Letter of Agreement is stricken and replaced by the following:

D. Licensee agrees to comply with the treatment plans prescribed by his psychiatrist, Timothy Wilens, M.D. and with the monitoring and reporting obligations set forth in this Agreement. Licensee shall not change his psychiatrist without prior notification to and approve of the Committee.

Paragraph G of the Letter of Agreement is stricken and replaced by the following:

G. Licensee shall avoid exposure to agents that would interfere with the capacity of PHS to monitor him for abstinence. The Licensee shall refrain from the use of all alcohol and controlled substances, which includes the use of alcohol-based inhalers, unless medication is specifically prescribed by a treating physician, who has been informed of Licensee's substance use history and prescribes the medications for a legitimate medical purpose and in the usual course of the treating physician's medical practice. Licensee shall notify PHS within seven (7) days of being prescribed such medications. Licensee will abstain from the use of alcohol-based hand-rubs, or other agents that might produce positive results.

Paragraph J of the Letter of Agreement is stricken and replaced by the following:

J. Licensee entered into a Substance Use Monitoring Contract with PHS effective March 18, 2008. Licensee agrees to abide fully by all terms of such contract, which includes a provision that PHS will promptly inform the Committee of any lapse or violation of its terms by Licensee and provides for any necessary waivers of privilege or confidentiality by Licensee. The Licensee shall follow all PHS recommendations within seven (7) days and understands that, should he decline to do so (which includes an attempt to negotiate and/or dispute PHS' recommendation), his license may be immediately suspended. PHS shall submit quarterly reports to the Committee that shall summarize in detail the Licensee's compliance with the PHS contract.

Paragraph K of the Letter of Agreement is stricken and replaced by the following:

K. Licensee shall provide random toxicology samples as directed by PHS within the time frame recommended by PHS or the Committee in accord with protocols set by the Committee. Such protocols may be reasonably modified from time to time consistent with scientific or practical advances in the field of alcohol and drug detection. Licensee shall avoid exposure to agents that would interfere with the capacity of PHS to monitor him for abstinence. As such, Licensee will abstain from the use of alcohol based hand rubs and HFA inhalers,

or other agents that are known, or suspected to, produce positive ethyl glucuronide ("EtG") and phosphatidyl ethanol ("PEth") results. PHS may continue to use the EtG, EtS ("ethyl sulfate") and PEth to screen for alcohol use in the Licensee for the duration of his Letter of Agreement. Any positive test results may, at the direction of PHS or the Board, require a leave of absence and re-evaluation by a program skilled in such evaluations. Licensee shall submit the random samples at least once per week on average, or at such other higher frequency as may be set by the Committee or as may be required under his PHS contract. An officer of PHS shall file reports of the random screens completed during the previous three months directly to the Committee at the beginning of the month as part of the PHS quarterly report. Said reports shall specify dates on which samples were taken and shall specify the results of the analysis of such samples and shall be signed by the person in charge. In addition, Licensee shall obtain the written agreement of PHS to notify the Committee immediately by telephone and in writing:

1. a) in the event that Licensee's random sample is found to contain any evidence of alcohol or any controlled substance in violation of this Agreement; or

b) in the event that PHS has other reliable evidence that Licensee has used alcohol or any controlled substance in violation of this Agreement;

2. in the event that Licensee misses any random bodily fluid screening, excluding an administrative/laboratory mistake beyond the Licensee's control;

3. in the event that Licensee refuses to cooperate with PHS in monitoring in any manner;

4. in the event Licensee withdraws any waiver filed in connection with this Agreement;

5. in the event Licensee fails to correct, within a reasonable period of time, a failure to meet obligations under his PHS contract;

6. in the event that PHS learns of any information or circumstance which gives PHS a reasonable basis to believe that Licensee, for any reason, cannot render professional services without risk to public; or

7. in the event that the PHS contract is terminated for any reason other than successful completion of the contract, as determined by the Director of PHS;

Licensee agrees to waive any privileges he may have concerning such reports and disclosures to the Committee by PHS. Licensee shall follow all PHS

recommendations within seven (7) days and understands that, should he decline to do so, whether expressly or by attempting to negotiate and/or dispute PHS' recommendation, his license may be immediately suspended. In addition, should the Licensee test positive for substances (i.e.: alcohol biomarkers, opioids, any non-PHS approved drugs), he agrees to immediately enter into a Voluntary Agreement Not to Practice (hereinafter "VANP") until the Physician Health & Compliance ("PHC") Unit of the Board of Registration in Medicine ("Board") completes its review, and the Board takes action. Licensee further acknowledges that, should he not enter into a VANP immediately, Licensee understands that his license to practice medicine may be immediately suspended pursuant to Paragraph C of this Agreement.

The Complaint Committee and the Licensee hereby AGREE that the following additional terms be added to his October 8, 2008 Letter of Agreement:

Y. Licensee shall participate in a minimum of three (3) 12-step meetings per week for the duration of his Letter of Agreement and shall submit proof of said participation to PHS in a form agreeable to PHS. Licensee shall develop an active 12-step sponsor relationship with someone who is not a healthcare professional. The Licensee shall have weekly communications with the sponsor, which shall be verified by PHS in a manner agreeable to PHS.

Z. Licensee shall participate in Mindfulness-based stress reduction activities, such as the eight (8) week program developed by Jon Kabat-Zinn at the University of Massachusetts Medical Center. Any such program must be pre-approved by the Complaint Committee Designee.

All other provisions of the Licensee's Letter of Agreement remain in full force and effect.

Date

Licensee

Date

Herbert H. Hodos, Esq.
Complaint Committee Chair