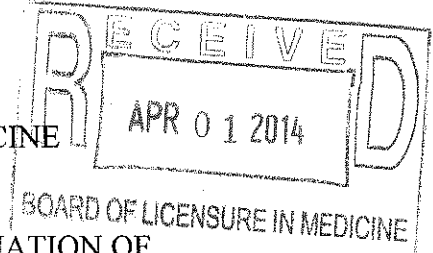


STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE



IN RE:)
Daniel Bobker, M.D.)
Complaint No. CR07-197)
TERMINATION OF
SECOND CONSENT
AGREEMENT

This document terminates a Second Consent Agreement effective January 27, 2010, regarding discipline and conditions imposed upon the license to practice medicine in the State of Maine to Daniel Bobker, M.D. The parties to that Second Consent Agreement were: Daniel Bobker, M.D. (“Dr. Bobker”), the State of Maine Board of Licensure in Medicine (“the Board”), and the Office of the Attorney General (the “Attorney General”).

BACKGROUND

1. On January 27, 2010, the parties entered into a Second Consent Agreement based upon Dr. Bobker’s misuse of prescription medication, which violated a previous Consent Agreement with the Board and Office of Attorney General. The Second Consent Agreement imposed conditions upon his Maine medical license for an indefinite period of time.

2. Subsequent to entering into the Second Consent Agreement, the parties entered into five amendments to the Second Consent Agreement, which gradually reduced some of the conditions imposed. The parties entered into the five amendments based upon positive reports regarding Dr. Bobker’s compliance with the conditions of the Second Consent Agreement and from reports from his treatment providers and physician monitor.

3. On February 5, 2014, the Board received a written request from Dr. Bobker to terminate the Second Consent Agreement. In support of his request, Dr. Bobker cited his compliance with the conditions of the Second Consent Agreement for four years, his stable recovery, his stable work as a clinician, his commitment to continued recovery, and the support of his treatment providers. In addition, Dr. Bobker stated that he planned to continue attending weekly AA meetings.

4. Between January 31, 2014 and February 18, 2014, the Board received three communications in support of Dr. Bobker's request to terminate the Second Consent Agreement. Dr. Bobker's physician monitor supported Dr. Bobker's request because of his compliance with the conditions of the Second Consent Agreement and his excellent patient care over the past three years. Dr. Bobker's treating physician supported Dr. Bobker's request based upon his full compliance with the conditions, and with expectation that Dr. Bobker will continue his treatment. The Maine Medical Professionals Health Program supported Dr. Bobker's request based upon his completion of its five-year program, his successful practice of medicine for a number of years, and his stable recovery plan.

5. On March 11, 2014, the Board reviewed Dr. Bobker's written request to terminate the Second Consent Agreement, his prior compliance with its terms and conditions, his successful practice of medicine thereunder, and the letters in support of Dr. Bobker. Following its review, the Board voted to grant Dr. Bobker's request to terminate the Second Consent Agreement based upon his compliance with its terms and conditions, and with the understanding that Dr. Bobker would voluntarily continue his treatment and attendance of self-help meetings.

COVENANT

6. Dr. Bobker, the Board, and the Office of Attorney General hereby agree to terminate the Second Consent Agreement, as amended, dated January 27, 2010. Upon the execution of this document, Dr. Bobker will possess a full and unrestricted Maine medical license.

I, DANIEL BOBKER, M.D., HAVE READ AND UNDERSTAND THE FOREGOING TERMINATION TO THE SECOND CONSENT AGREEMENT AND AGREE WITH ITS CONTENTS AND TERMS. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS THIS TERMINATION TO THE SECOND CONSENT AGREEMENT WITH LEGAL COUNSEL PRIOR TO SIGNING IT.

Dated: 3/28/14



DANIEL BOBKER, M.D.

STATE OF MAINE
BOARD OF LICENSURE IN
MEDICINE


DATED: 4/3/14



MAROULLA S. GLEATON, M.D.,
Chairman

STATE OF MAINE OFFICE
OF THE ATTORNEY GENERAL

DATED: 4/7/14



DENNIS E. SMITH
Assistant Attorney General

Effective Date: 4/7/14

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

In re:) FIFTH AMENDMENT TO
Daniel Bobker, .M.D.) SECOND CONSENT
Complaint No. CR07-197) AGREEMENT

This document is a Fifth Amendment to a Second Consent Agreement effective January 27, 2010, regarding a disciplinary action against and conditions imposed upon the license to practice medicine in the State of Maine held by Daniel Bobker, M.D. The parties to this Fifth Amendment of that Second Consent Agreement are: Daniel Bobker, M.D. (“Dr. Bobker”), the State of Maine Board of Licensure in Medicine (“the Board”), and the Office of the Attorney General (the “Attorney General”). This Fifth Amendment to the Second Consent Agreement is entered into pursuant to 32 M.R.S. § 3282-A and 10 M.R.S. § 8003(5).

BACKGROUND

1. On January 27, 2010, the parties entered into a Second Consent Agreement regarding a disciplinary action concerning and conditions imposed upon the license to practice medicine in the State of Maine held by Daniel Bobker, M.D. The parties subsequently entered into Four Amendments to the Second Consent Agreement.

2. On or about November 5, 2012, the Board received a written request from Dr. Bobker for further amendments to the Second Consent Agreement, which included requests to:

- a. decrease the frequency of urine testing to twice per month;
- b. decrease the frequency of his addiction specialty visits to every three (3) months; and
- c. allow Dr. Bobker to take “call” up to three (3) nights per month.

3. On November 13, 2012, the Board received correspondence from Dr. Bobker's addictionologist, who indicated that Dr. Bobker was in a very stable recovery, was at low risk for relapse, and committed to his recovery. In addition, Dr. Bobker's addictionologist supported decreasing the frequency of his office visits with Dr. Bobker to every three (3) months, and opined that Dr. Bobker was ready to take "call" three times per month.

4. On or about October 20, 2012, the Board received information from Dr. Bobker's therapist indicating his approval for Dr. Bobker to "take on-call responsibilities up to 3 days/nights per month."

5. On November 28, 2012, the Board received correspondence from the Maine Medical Professionals Health Program (MPHP) supporting Dr. Bobker's request to decrease the frequency of his urine testing and addiction counseling based upon his four year abstinence and strong recovery.

6. On December 11, 2012, the Board reviewed all of the foregoing information, together with the Second Consent Agreement and amendments thereto, and voted to grant Dr. Bobker's requests.

AMENDMENT

7. Dr. Bobker, the Board, and the Office of Attorney General hereby agree to amend the Second Consent Agreement dated January 27, 2010, as amended, by:

- a. amending the language of paragraph 15(d)(iii)(b) to read as follows:

Following the execution of this Fifth Amendment to the Second Consent Agreement, Dr. Bobker shall provide urine samples for the purpose of testing for the presence of Prohibited Substances two (2) times a month. In complying with this provision, Dr. Bobker shall notify the Board, his Substance Abuse Monitor, and

his Treatment Provider(s) immediately upon his return to the active practice of medicine. The frequency of urine testing shall continue as outlined herein even while Dr. Bobker is on vacation or on a leave of absence in the continental United States. Dr. Bobker shall be responsible for making arrangements to ensure that the testing is carried out with the frequency and standards outlined in this Fifth Amendment to the Second Consent Agreement.

b. amending the language of paragraph 15(e)(i) to read as follows:

Substance Abuse Treatment. Within thirty (30) days following the execution of this Second Consent Agreement, Dr. Bobker shall submit for Board approval the name of a licensed individual or agency in the treatment of substance abuse with whom Dr. Bobker shall consult and counsel for the purpose of working on all issues pertaining to his substance abuse issues, including Dr. Bobker's compliance with this Second Consent Agreement, which consultations shall occur at least once every three (3) months following the execution of this Fifth Amendment to the Second Consent Agreement.

c. amending the language of paragraph 15(f)(iv) to read as follows:

On-Call. Following the execution of this Fifth Amendment to the Second Consent Agreement, Dr. Bobker may participate in "on-call coverage" outside of his regularly scheduled clinical hours for up to three (3) nights per calendar month.

8. Dr. Bobker acknowledges by his signature hereto that all other terms and conditions of the Second Consent Agreement dated January 27, 2010, as amended, remain in full force and effect.

9. Dr. Bobker acknowledges by his signature hereto that he has read this Fifth Amendment to the Second Consent Agreement, that he has had an opportunity to consult with an attorney before executing this Fifth Amendment, that he executed this Fifth Amendment of his own free will and that he agrees to abide by all terms and conditions set forth herein.

I, DANIEL BOBKER, M.D., HAVE READ AND UNDERSTAND THE FOREGOING FIFTH AMENDMENT TO THE SECOND CONSENT AGREEMENT AND AGREE WITH ITS CONTENTS AND TERMS. I FURTHER UNDERSTAND THAT BY SIGNING I WAIVE CERTAIN RIGHTS INCLUDING THE RIGHT TO FURTHER HEARINGS REGARDING THIS AMENDMENT. I ALSO WAIVE THE RIGHT TO APPEAL TO THE COURT REGARDING THIS AMENDMENT. KNOWING THIS, I SIGN IT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS FIFTH AMENDMENT, TOGETHER WITH THE SECOND CONSENT AGREEMENT, CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN, OR OTHERWISE. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS THIS FIFTH AMENDMENT WITH LEGAL COUNSEL PRIOR TO SIGNING IT.

Dated: 1/5/2013



DANIEL BOBKER, M.D.

STATE OF MAINE
Cumberland, SS.

Before me this 5 day of January, 2013, personally appeared Daniel Bobker, M.D., who after first being duly sworn, signed the foregoing Fifth Amendment to the Second Consent Agreement in my presence or affirmed that the signature above is his own.




Notary Public/Attorney at Law

My commission expires:

RYAN W. PELLETIER NOTARY PUBLIC MAINE MY COMMISSION EXPIRES MAR. 05, 2016
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STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

DATED: 1/8/13



MAROULLA S. GLEATON, M.D., Acting Chairman

STATE OF MAINE DEPARTMENT
OF THE ATTORNEY GENERAL

DATED:

1/8/13



DENNIS E. SMITH
Assistant Attorney General

Effective Date:

1/8/13

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

<u>In re:</u>)	FOURTH AMENDMENT TO
Daniel Bobker, M.D.)	SECOND CONSENT
Complaint No. CR07-197)	AGREEMENT

This document is a Fourth Amendment to a Second Consent Agreement effective January 27, 2010, regarding a disciplinary action against and conditions imposed upon the license to practice medicine in the State of Maine held by Daniel Bobker, M.D. The parties to this Fourth Amendment of that Second Consent Agreement are: Daniel Bobker, M.D. (“Dr. Bobker”), the State of Maine Board of Licensure in Medicine (“the Board”), and the Office of the Attorney General (the “Attorney General”). This Fourth Amendment to the Second Consent Agreement is entered into pursuant to 32 M.R.S. § 3282-A and 10 M.R.S. § 8003(5).

BACKGROUND

1. On January 27, 2010, the parties entered into a Second Consent Agreement regarding a disciplinary action concerning and conditions imposed upon the license to practice medicine in the State of Maine held by Daniel Bobker, M.D.
2. In paragraph 15(f)(iii) of the Second Consent Agreement, Dr. Bobker agreed to “work no more than twenty (20) hours per week (daytime hours only).”
3. On January 28, 2011, the Board received a written request from Dr. Bobker to increase his daytime work hours to thirty (30) hours per week. In addition, on February 7, 2011 and March 2, 2011, the Board received letters supporting Dr. Bobker’s readiness to increase his daytime work hours to thirty (30) hours per week from his current treatment providers and practice monitor.

4. On March 8, 2011, the Board reviewed Dr. Bobker's request, together with the letters in support of the increase in daytime work hours and the positive reports from Dr. Bobker's treatment providers and practice monitor. Following its review, the Board voted to grant the request and the parties executed a Second Amendment to Consent Agreement on May 10, 2011.

5. On March 1, 2012, the Board received a written request from Dr. Bobker to: increase his daytime work hours from thirty (30) hours per week to forty (40) hours per week; and that he be allowed to take call up to two (2) times per month. In support of this request, Dr. Bobker submitted information from his current treatment providers.

6. On March 13, 2012, the , the Board reviewed Dr. Bobker's request, together with the information from his treatment providers. Following its review, the Board voted to grant Dr. Bobker's request to increase his daytime work hours from thirty (30) hours per week to forty (40) hours per week. The Board did not vote to allow Dr. Bobker to take any call.

AMENDMENT

7. Dr. Bobker, the Board, and the Office of Attorney General hereby agree to amend the Second Consent Agreement dated January 27, 2010, by amending the language of paragraph 15(f)(iii) to read as follows:

Work Hours. Upon return to the active practice of medicine and following the execution of this Fourth Amendment to Consent Agreement, Dr. Bobker agrees to work no more than forty (40) hours per week (daytime hours only). Dr. Bobker agrees to permit the Board or its agent(s) complete access to his medical practice to ensure his compliance with this provision. Dr. Bobker may file a written application with the Board to increase the number of hours he may work per week. The Board shall retain the sole discretion to grant or deny such a request without hearing. Dr. Bobker acknowledges that any decision by the Board concerning this issue is not appealable.

8. Dr. Bobker understands and agrees that Dr. Bobker acknowledges by his signature hereto that all other terms and conditions of the Second Consent Agreement dated January 27, 2010, as amended, remain in full force and effect.

9. Dr. Bobker acknowledges by his signature hereto that he has read this Fourth Amendment to the Second Consent Agreement, that he has had an opportunity to consult with an attorney before executing this Fourth Amendment, that he executed this Fourth Amendment of his own free will and that he agrees to abide by all terms and conditions set forth herein.

I, DANIEL BOBKER, M.D., HAVE READ AND UNDERSTAND THE FOREGOING FOURTH AMENDMENT TO THE SECOND CONSENT AGREEMENT AND AGREE WITH ITS CONTENTS AND TERMS. I FURTHER UNDERSTAND THAT BY SIGNING I WAIVE CERTAIN RIGHTS INCLUDING THE RIGHT TO FURTHER HEARINGS REGARDING THIS AMENDMENT. I ALSO WAIVE THE RIGHT TO APPEAL TO THE COURT REGARDING THIS AMENDMENT. KNOWING THIS, I SIGN IT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS FOURTH AMENDMENT, TOGETHER WITH THE SECOND CONSENT AGREEMENT, CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN, OR OTHERWISE. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS THIS FOURTH AMENDMENT WITH LEGAL COUNSEL PRIOR TO SIGNING IT.

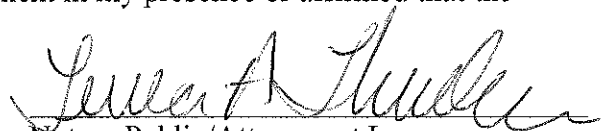
Dated: 3/17/12



DANIEL BOBKER, M.D.

STATE OF MAINE
Cumberland, SS.

Before me this 17 day of March, 2012, personally appeared Daniel Bobker, M.D., who after first being duly sworn, signed the foregoing Fourth Amendment to the Second Consent Agreement in my presence or affirmed that the signature above is his own.



Notary Public/Attorney at Law
My commission expires:

TERESA A. THURLOW
NOTARY PUBLIC, STATE OF MAINE
MY COMMISSION EXPIRES JAN. 25, 2015

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE


DATED: 3/23/12



GARY R. HATFIELD, M.D., Chairman

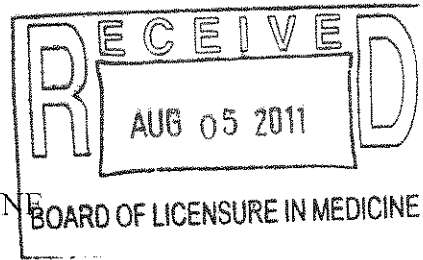
STATE OF MAINE DEPARTMENT
OF THE ATTORNEY GENERAL

DATED: 3/27/12



DENNIS E. SMITH
Assistant Attorney General

Effective Date: 3/27/12



STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

BOARD OF LICENSURE IN MEDICINE

In re:) THIRD AMENDMENT TO
Daniel Bobker, .M.D.) SECOND CONSENT
Complaint No. CR07-197) AGREEMENT

This document is a Third Amendment to a Second Consent Agreement effective January 27, 2010, regarding a disciplinary action against and conditions imposed upon the license to practice medicine in the State of Maine held by Daniel Bobker, M.D. The parties to this Third Amendment of that Second Consent Agreement are: Daniel Bobker, M.D. (“Dr. Bobker”), the State of Maine Board of Licensure in Medicine (“the Board”), and the Office of the Attorney General (the “Attorney General”). This Third Amendment to the Second Consent Agreement is entered into pursuant to 32 M.R.S. § 3282-A and 10 M.R.S. § 8003(5).

BACKGROUND

1. On January 27, 2010, the parties entered into a Second Consent Agreement regarding a disciplinary action concerning and conditions imposed upon the license to practice medicine in the State of Maine held by Daniel Bobker, M.D.

2. In paragraph 15(d)(iii)(b) of the Second Consent Agreement, Dr. Bobker agreed to:

For the period following Dr. Bobker’s return to the active practice of medicine and for one year thereafter, urine samples shall be provided once a week. In complying with this provision of the Second Consent Agreement, Dr. Bobker shall notify the Board, his Substance Abuse Monitor, and his Treatment Provider(s) immediately upon his return to the active practice of medicine. The frequency of urine testing shall continue as outlined herein even while Dr. Bobker is on vacation or on a leave of absence in the continental United States. Dr. Bobker shall be responsible for making arrangements to ensure that the testing is carried out with the frequency and standards outlined in this Second Consent Agreement.

3. On June 14, 2011, the Board received information that the Maine Medical Professionals Health Program (MMPHP) was testing Dr. Bobker three (3) times a month. As a result, the Board voted to offer Dr. Bobker this Third Amendment to reduce the frequency of his testing to three (3) times a month.

4. On August 17, 2010, Dr. Bobker, the Board and the Office of Attorney General entered into a First Amendment to Second Consent Agreement, which amended paragraph 15(e)(i) to read as follows:

Substance Abuse Treatment. Within thirty (30) days following the execution of this Second Consent Agreement, Dr. Bobker shall submit for Board approval the name of a licensed individual or agency in the treatment of substance abuse with whom Dr. Bobker shall consult and counsel for the purpose of working on all issues pertaining to his substance abuse issues, including Dr. Bobker's compliance with this Second Consent Agreement, which consultations shall occur at least once per calendar month following the execution of the First Amendment to this Second Consent Agreement.

5. On April 21, 2011, the Board received information from Dr. Bobker's Substance Abuse Monitor recommending that Dr. Bobker's counseling for substance abuse occur once every two months. Following its review of this information, and in light of Dr. Bobker's progress in recovery, the Board voted to reduce the frequency of his substance abuse counseling as recommended.

AMENDMENTS

6. Dr. Bobker, the Board, and the Office of Attorney General hereby agree to amend the Second Consent Agreement dated January 27, 2010, by:

a. Amending the language of paragraph 15(d)(iii)(b) to read as follows:

For the period following Dr. Bobker's return to the active practice of medicine and for one year thereafter, urine samples shall be provided three (3) times a month. In complying with this provision of the Second Consent Agreement, Dr.

Bobker shall notify the Board, his Substance Abuse Monitor, and his Treatment Provider(s) immediately upon his return to the active practice of medicine. The frequency of urine testing shall continue as outlined herein even while Dr. Bobker is on vacation or on a leave of absence in the continental United States. Dr. Bobker shall be responsible for making arrangements to ensure that the testing is carried out with the frequency and standards outlined in this Second Consent Agreement.

b. Amending the language of paragraph 15(e)(i) to read as follows:

Substance Abuse Treatment. Within thirty (30) days following the execution of this Second Consent Agreement, Dr. Bobker shall submit for Board approval the name of a licensed individual or agency in the treatment of substance abuse with whom Dr. Bobker shall consult and counsel for the purpose of working on all issues pertaining to his substance abuse issues, including Dr. Bobker's compliance with this Second Consent Agreement, which consultations shall occur at least once every two calendar months following the execution of the Third Amendment to this Second Consent Agreement.

7. Dr. Bobker acknowledges by his signature hereto that all other terms and conditions of the Second Consent Agreement dated January 27, 2010, as amended by the First Amendment effective August 17, 2010, and the Second Amendment effective May 10, 2011, remain in full force and effect.

8. Dr. Bobker acknowledges by his signature hereto that he has read this Third Amendment to the Second Consent Agreement, that he has had an opportunity to consult with an attorney before executing this Third Amendment, that he executed this Third Amendment of his own free will and that he agrees to abide by all terms and conditions set forth herein.

I, DANIEL BOBKER, M.D., HAVE READ AND UNDERSTAND THE FOREGOING THIRD AMENDMENT TO THE SECOND CONSENT AGREEMENT AND AGREE WITH ITS CONTENTS AND TERMS. I FURTHER UNDERSTAND THAT BY SIGNING I WAIVE CERTAIN RIGHTS INCLUDING THE RIGHT TO FURTHER HEARINGS REGARDING THIS AMENDMENT. I ALSO WAIVE THE RIGHT TO APPEAL TO THE COURT REGARDING THIS AMENDMENT. KNOWING THIS, I SIGN IT VOLUNTARILY, WITHOUT ANY

THREAT OR PROMISE. I UNDERSTAND THAT THIS THIRD AMENDMENT, TOGETHER WITH THE SECOND CONSENT AGREEMENT, CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN, OR OTHERWISE. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS THIS THIRD AMENDMENT WITH LEGAL COUNSEL PRIOR TO SIGNING IT.

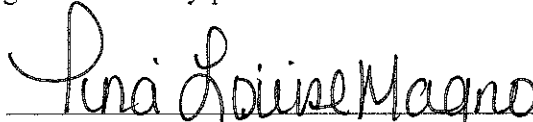
Dated: 8/2/11



DANIEL BOBKER, M.D.

STATE OF MAINE
Cumberland, SS.

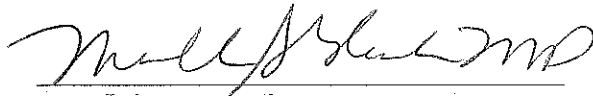
Before me this 2 day of August, 2011, personally appeared Daniel Bobker, M.D., who after first being duly sworn, signed the foregoing Second Amendment to the Second Consent Agreement in my presence or affirmed that the signature above is his own.



TINA LOUISE MAGNO
Notary Public, Maine
My Commission Expires May 13, 2012
Notary Public/Attorney at Law
My commission expires:

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE


DATED: 8/18/11



Maroulla Gleaton, M.D., Acting Chairperson

STATE OF MAINE DEPARTMENT
OF THE ATTORNEY GENERAL

DATED: 8/24/11



DENNIS E. SMITH
Assistant Attorney General

Effective Date: 8/27/11

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

In re:) THIRD AMENDMENT TO
Daniel Bobker, .M.D.) SECOND CONSENT
Complaint No, CR07-197) AGREEMENT

This document is a Third Amendment to a Second Consent Agreement effective January 27, 2010, regarding a disciplinary action against and conditions imposed upon the license to practice medicine in the State of Maine held by Daniel Bobker, M.D. The parties to this Third Amendment of that Second Consent Agreement are: Daniel Bobker, M.D. (“Dr. Bobker”), the State of Maine Board of Licensure in Medicine (“the Board”), and the Office of the Attorney General (the “Attorney General”). This Third Amendment to the Second Consent Agreement is entered into pursuant to 32 M.R.S. § 3282-A and 10 M.R.S. § 8003(5).

BACKGROUND

1. On January 27, 2010, the parties entered into a Second Consent Agreement regarding a disciplinary action concerning and conditions imposed upon the license to practice medicine in the State of Maine held by Daniel Bobker, M.D.

2. In paragraph 15(d)(iii)(b) of the Second Consent Agreement, Dr. Bobker agreed to:

For the period following Dr. Bobker’s return to the active practice of medicine and for one year thereafter, urine samples shall be provided once a week. In complying with this provision of the Second Consent Agreement, Dr. Bobker shall notify the Board, his Substance Abuse Monitor, and his Treatment Provider(s) immediately upon his return to the active practice of medicine. The frequency of urine testing shall continue as outlined herein even while Dr. Bobker is on vacation or on a leave of absence in the continental United States. Dr. Bobker shall be responsible for making arrangements to ensure that the testing is carried out with the frequency and standards outlined in this Second Consent Agreement.

3. On June 14, 2011, the Board received information that the Maine Medical Professionals Health Program (MMPHP) was testing Dr. Bobker three (3) times a month. As a result, the Board voted to offer Dr. Bobker this Third Amendment to reduce the frequency of his testing to three (3) times a month.

AMENDMENT

4. Dr. Bobker, the Board, and the Office of Attorney General hereby agree to amend the Second Consent Agreement dated January 27, 2010, by amending the language of paragraph 15(d)(iii)(b) to read as follows:

For the period following Dr. Bobker's return to the active practice of medicine and for one year thereafter, urine samples shall be provided three (3) times a month. In complying with this provision of the Second Consent Agreement, Dr. Bobker shall notify the Board, his Substance Abuse Monitor, and his Treatment Provider(s) immediately upon his return to the active practice of medicine. The frequency of urine testing shall continue as outlined herein even while Dr. Bobker is on vacation or on a leave of absence in the continental United States. Dr. Bobker shall be responsible for making arrangements to ensure that the testing is carried out with the frequency and standards outlined in this Second Consent Agreement.

5. Dr. Bobker acknowledges by his signature hereto that all other terms and conditions of the Second Consent Agreement dated January 27, 2010, as amended by the First Amendment effective August 17, 2010, and the Second Amendment effective May 10, 2011, remain in full force and effect.

6. Dr. Bobker acknowledges by his signature hereto that he has read this Third Amendment to the Second Consent Agreement, that he has had an opportunity to consult with an attorney before executing this Third Amendment, that he executed this Third Amendment of his own free will and that he agrees to abide by all terms and conditions set forth herein.

I, DANIEL BOBKER, M.D., HAVE READ AND UNDERSTAND THE FOREGOING THIRD AMENDMENT TO THE SECOND CONSENT AGREEMENT AND AGREE WITH ITS CONTENTS AND TERMS. I FURTHER UNDERSTAND THAT BY SIGNING I WAIVE CERTAIN RIGHTS INCLUDING THE RIGHT TO FURTHER HEARINGS REGARDING THIS AMENDMENT. I ALSO WAIVE THE RIGHT TO APPEAL TO THE COURT REGARDING THIS AMENDMENT. KNOWING THIS, I SIGN IT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS THIRD AMENDMENT, TOGETHER WITH THE SECOND CONSENT AGREEMENT, CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN, OR OTHERWISE. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS THIS THIRD AMENDMENT WITH LEGAL COUNSEL PRIOR TO SIGNING IT.

Dated: 7/2/11


DANIEL BOBKER, M.D.

STATE OF MAINE
Cumberland, SS.


Before me this 2 day of July, 2011, personally appeared Daniel Bobker, M.D., who after first being duly sworn, signed the foregoing Second Amendment to the Second Consent Agreement in my presence or affirmed that the signature above is his own.


Notary Public/Attorney at Law
My commission expires:

TINA LOUISE MAGNO
Notary Public, Maine
My Commission Expires May 13, 2012


STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

DATED: 7/12/11


SHERIDAN R. OLDDHAM, M.D., Chairman

STATE OF MAINE DEPARTMENT
OF THE ATTORNEY GENERAL

DATED: 7/12/11



DENNIS E. SMITH
Assistant Attorney General

Effective Date: 7/12/11

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

In re:) SECOND AMENDMENT TO
Daniel Bobker, .M.D.) SECOND CONSENT
Complaint No. CR07-197) AGREEMENT

This document is a Second Amendment to a Second Consent Agreement effective January 27, 2010, regarding a disciplinary action against and conditions imposed upon the license to practice medicine in the State of Maine held by Daniel Bobker, M.D. The parties to this Second Amendment of that Second Consent Agreement are: Daniel Bobker, M.D. (“Dr. Bobker”), the State of Maine Board of Licensure in Medicine (“the Board”), and the Office of the Attorney General (the “Attorney General”). This Second Amendment to the Second Consent Agreement is entered into pursuant to 32 M.R.S. § 3282-A and 10 M.R.S. § 8003(5).

BACKGROUND

1. On January 27, 2010, the parties entered into a Second Consent Agreement regarding a disciplinary action concerning and conditions imposed upon the license to practice medicine in the State of Maine held by Daniel Bobker, M.D.
2. In paragraph 15(f)(iii) of the Consent Agreement, Dr. Bobker agreed to “work no more than twenty (20) hours per week (daytime hours only).”
3. On January 28, 2011, the Board received a written request from Dr. Bobker to increase his daytime work hours to thirty (30) hours per week. In addition, on February 7, 2011 and March 2, 2011, the Board received letters supporting Dr. Bobker’s readiness to increase his daytime work hours to thirty (30) hours per week from his current treatment providers and practice monitor.

4. On March 8, 2011, the Board reviewed Dr. Bobker's request, together with the letters in support of the increase in daytime work hours and the positive reports from Dr. Bobker's treatment providers and practice monitor. Following its review, the Board voted to grant the request and offer Dr. Bobker this amendment to the Second Consent Agreement.

AMENDMENT

5. Dr. Bobker, the Board, and the Office of Attorney General hereby agree to amend the Second Consent Agreement dated January 27, 2010, by amending the language of paragraph 15(f)(iii) to read as follows:

Work Hours. Upon return to the active practice of medicine, Dr. Bobker agrees to work no more than thirty (30) hours per week (daytime hours only). Dr. Bobker agrees to permit the Board or its agent(s) complete access to his medical practice to ensure his compliance with this provision. Dr. Bobker may file a written application with the Board to increase the number of hours he may work per week. The Board shall retain the sole discretion to grant or deny such a request without hearing. Dr. Bobker acknowledges that any decision by the Board concerning this issue is not appealable.

6. Dr. Bobker acknowledges by his signature hereto that he has read this Second Amendment to the Second Consent Agreement, that he has had an opportunity to consult with an attorney before executing this Second Amendment, that he executed this Second Amendment of his own free will and that he agrees to abide by all terms and conditions set forth herein.

I, DANIEL BOBKER, M.D., HAVE READ AND UNDERSTAND THE FOREGOING SECOND AMENDMENT TO THE SECOND CONSENT AGREEMENT AND AGREE WITH ITS CONTENTS AND TERMS. I FURTHER UNDERSTAND THAT BY SIGNING I WAIVE CERTAIN RIGHTS INCLUDING THE RIGHT TO FURTHER HEARINGS REGARDING THIS AMENDMENT. I ALSO WAIVE THE RIGHT TO APPEAL TO THE COURT REGARDING THIS AMENDMENT. KNOWING THIS, I SIGN IT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS SECOND

AMENDMENT, TOGETHER WITH THE SECOND CONSENT AGREEMENT, CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN, OR OTHERWISE. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS THIS SECOND AMENDMENT WITH LEGAL COUNSEL PRIOR TO SIGNING IT.

Dated: 3/26/11


DANIEL BOBKER, M.D.

STATE OF MAINE
Sagamahoc, SS.

Before me this 26 day of March, 2011, personally appeared Daniel Bobker, M.D., who after first being duly sworn, signed the foregoing Second Amendment to the Second Consent Agreement in my presence or affirmed that the signature above is his own.

Brenda F Card
Notary Public/Attorney at Law
My commission expires:

BRENDA F. CARD
NOTARY PUBLIC, STATE OF MAINE
MY COMMISSION EXPIRES NOV. 2, 2015


STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

DATED: 5/10/2011

Sheridan R. Oldham, MD
SHERIDAN R. OLDDHAM, M.D., Chairman

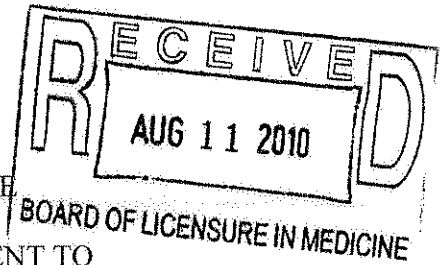
STATE OF MAINE DEPARTMENT
OF THE ATTORNEY GENERAL

DATED: 5/10/11


DENNIS E. SMITH
Assistant Attorney General

Effective Date: 5/10/11

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE



In re:) FIRST AMENDMENT TO
Daniel Bobker, M.D.) SECOND CONSENT
Complaint No. CR07-197) AGREEMENT

This document is a First Amendment to a Second Consent Agreement effective January 27, 2010, regarding a disciplinary action against and conditions imposed upon the license to practice medicine in the State of Maine held by Daniel Bobker, M.D. The parties to this First Amendment of that Second Consent Agreement are: Daniel Bobker, M.D. ("Dr. Bobker"), the State of Maine Board of Licensure in Medicine ("the Board"), and the Office of the Attorney General (the "Attorney General"). This First Amendment to the Second Consent Agreement is entered into pursuant to 32 M.R.S. § 3282-A and 10 M.R.S. § 8003(5).

BACKGROUND

1. On January 27, 2010, the parties entered into a Second Consent Agreement regarding a disciplinary action concerning and conditions imposed upon the license to practice medicine in the State of Maine held by Daniel Bobker, M.D.
2. In paragraph 15(e)(i) of the Consent Agreement, Dr. Bobker agreed to undergo substance abuse counseling "at least twice monthly."
3. On June 14, 2010, the Board received a written request on behalf of Dr. Bobker from his addictionologist to reduce the substance abuse counseling to "once a month."
4. On July 13, 2010, the Board reviewed the written request on behalf of Dr. Bobker to amend the Second Consent Agreement by reducing substance abuse counseling to once a month. Following its review, the Board voted to grant the request and offer Dr. Bobker

this amendment to the Second Consent Agreement.

AMENDMENT

5. Dr. Bobker, the Board, and the Office of Attorney General hereby agree to amend the Second Consent Agreement dated January 27, 2010, by amending the language of paragraph 15(e)(i) to read as follows:

Substance Abuse Treatment. Within thirty (30) days following the execution of this Second Consent Agreement, Dr. Bobker shall submit for Board approval the name of a licensed individual or agency in the treatment of substance abuse with whom Dr. Bobker shall consult and counsel for the purpose of working on all issues pertaining to his substance abuse issues, including Dr. Bobker's compliance with this Second Consent Agreement, which consultations shall occur at least once per calendar month following the execution of the First Amendment to this Second Consent Agreement.

6. Dr. Bobker acknowledges by his signature hereto that he has read this First Amendment to the Second Consent Agreement, that he has had an opportunity to consult with an attorney before executing this First Amendment, that he executed this First Amendment of his own free will and that he agrees to abide by all terms and conditions set forth herein.

I, DANIEL BOBKER, M.D., HAVE READ AND UNDERSTAND THE FOREGOING FIRST AMENDMENT TO THE SECOND CONSENT AGREEMENT AND AGREE WITH ITS CONTENTS AND TERMS. I FURTHER UNDERSTAND THAT BY SIGNING I WAIVE CERTAIN RIGHTS INCLUDING THE RIGHT TO FURTHER HEARINGS REGARDING THIS AMENDMENT. I ALSO WAIVE THE RIGHT TO APPEAL TO THE COURT REGARDING THIS AMENDMENT. KNOWING THIS, I SIGN IT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS FIRST AMENDMENT, TOGETHER WITH THE SECOND CONSENT AGREEMENT, CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN, OR OTHERWISE. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS THIS FIRST AMENDMENT WITH LEGAL COUNSEL PRIOR TO SIGNING IT.

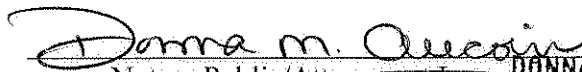
Dated: _____



DANIEL BOBKER, M.D.

STATE OF MAINE
County of Cumberland, SS.

Before me this 9 day of August, ~~2008~~²⁰¹⁰, personally appeared Daniel Bobker, M.D., who after first being duly sworn, signed the foregoing First Amendment to the Second Consent Agreement in my presence or affirmed that the signature above is his own.



Notary Public/Attorney at Law **DONNA M. AUCOIN**
NOTARY PUBLIC, STATE OF MAINE
My commission expires: **MY COMMISSION EXPIRES SEPT. 28, 2015**


STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

DATED: 8/17/2010


SHERIDAN R. OLDDHAM, M.D., Chairman

STATE OF MAINE DEPARTMENT
OF THE ATTORNEY GENERAL

DATED: 8/17/10


DENNIS E. SMITH
Assistant Attorney General

Effective Date: 8/17/10

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

In re:)	SECOND CONSENT
Daniel Bobker, M.D.)	AGREEMENT
Complaint No. CR07-197)	

This document is a Second Consent Agreement, effective when signed by all parties, regarding disciplinary action against and conditions imposed upon the license to practice medicine in the State of Maine held by Daniel Bobker, M.D. The parties to the Second Consent Agreement are: Daniel Bobker, M.D. (“Dr. Bobker”), the State of Maine Board of Licensure in Medicine (“the Board”) and the State of Maine Department of the Attorney General (“the Attorney General”). This Second Consent Agreement is entered into pursuant to 10 M.R.S. § 8003(5)(B) and 32 M.R.S. § 3282-A.

STATEMENT OF FACTS

1. Dr. Bobker has held a license to practice medicine in the State of Maine since February 15, 1995. Dr. Bobker specializes in Neurology.
2. On June 12, 2007, the Board reviewed information indicating that Dr. Bobker had been abusing benzodiazepine and sedatives. Following its review, the Board voted to summarily suspend Dr. Bobker’s Maine medical license for thirty (30) days pursuant to Title 5 M.R.S.A. § 10004 based upon the imminent threat that his continued practice of medicine posed to the public. In addition, the Board ordered Dr. Bobker to undergo a physical and mental evaluation by a Board-approved physician pursuant to Title 32 M.R.S.A. § 3286, and scheduled the matter for an adjudicatory hearing on July 10, 2007.
3. On June 25, 2007, the Board received a request from Dr. Bobker to continue the adjudicatory hearing based upon his participation in an in-patient treatment facility for chemical dependence. Based upon this request, and with the understanding that Dr. Bobker’s license would remain under suspension until the adjudicatory hearing took place, the Board continued the adjudicatory hearing.
4. On December 5, 2007, the Board and Office of Attorney General received medical information regarding Dr. Bobker, including records pertaining to his in-patient treatment for chemical dependency.
5. On January 23, 2008, Dr. Bobker entered into a consent agreement with the Board and the Office of Attorney General in order to resolve complaint CR07-197 without an adjudicatory hearing. In that consent agreement, Dr. Bobker agreed to accept modifications¹ and conditions imposed upon his Maine medical license, including: complete abstinence from the use of “Prohibited Substances”, which included benzodiazepines, sedatives (*i.e.* Ambien), hypnotics

¹ Title 32 M.R.S.A. § 3282-A(2) gives the Board the authority to “modify” Dr. Bobker’s Maine medical license by imposing conditions upon it.

or similar drugs; opiates; alcohol; cocaine; fentanyl; mood, consciousness or mind-altering substances, whether illicit or not; and all drugs which are dispensed to or prescribed for him by anyone other than a single primary care physician approved by the Board who is knowledgeable of Dr. Bobker's medical history, including his misuse of benzodiazepine and sedatives, unless the circumstances constitute a genuine medical or surgical emergency. Dr. Bobker understood and agreed that the single primary care physician approved by the Board shall not prescribe to Dr. Bobker any benzodiazepines, barbiturates, or prescription sedative-hypnotic medications, without obtaining prior approval from the Board.

6. On June 24, 2008, the Board received a letter from the Medical Professionals Health Program that Dr. Bobker had tested positive for Hydrocodone, an opiate analgesic, and that Dr. Bobker admitted to using that drug, which was not prescribed to him.

7. On June 25, 2008, the Board, pursuant to paragraph 8(d)(vi), sent Dr. Bobker a notice of the immediate suspension of his license to practice medicine, and advised him that the Board would schedule an adjudicatory hearing regarding the violation within sixty (60) days.

8. Following the suspension of his Maine medical license, Dr. Bobker returned for residential treatment, and the adjudicatory hearing, and Dr. Bobker's license suspension, was continued by agreement of the parties until Dr. Bobker could complete residential treatment and provide the Office of Attorney General with copies of the records of his residential treatment.

9. On July 22, 2009, the Board received an application from Dr. Bobker for the reinstatement of his Maine medical license. The Board has not yet taken action on that application in light of the pending violation of the consent agreement and the continuance of the adjudicatory hearing. To date, Dr. Bobker's Maine medical license has been suspended for 18 months, during which time he has not practiced medicine.

10. On August 12, 2009, legal counsel for the Board sent Dr. Bobker's legal counsel a letter, together with medical release forms, and requested that Dr. Bobker execute them so that he could obtain Dr. Bobker's out-patient and in-patient treatment records for review in order to assess Dr. Bobker's past, present, and future ability to practice medicine in a safe manner pursuant to a consent agreement that would obviate the need for an adjudicatory hearing.

11. Between October 13, 2009, and October 26, 2009, the Board staff received copies of Dr. Bobker's record of treatment from his treating psychiatrist, his treating addictionologist, his substance abuse counselor, and his in-patient treatment for medical and substance abuse issues. Those records reflect the following relevant information:

- a. On July 3, 2008, Dr. Bobker ingested Hydrocodone that was prescribed for his wife because he was having difficulty sleeping.
- b. Between August 28, 2008 and October 13, 2008, during Dr. Bobker's in-patient treatment, Dr. Bobker was noted to have been confronted by staff for manipulating the dosage of medication prescribed to him.

- c. Dr. Bobker was discharged from in-patient treatment on October 13, 2008.
- d. In April 2009, Dr. Bobker returned to in-patient treatment for a recommended re-evaluation. At that time, it was determined that Dr. Bobker had not attended the number self-help groups recommended, only had seen an addictionologist once, continued to see his psychiatrist without consulting the Maine Physicians Health Program (MPHP), and only recently began seeing a therapist when weekly therapy had been recommended. In addition, Dr. Bobker was not in full compliance with the MPHP, and his therapist was concerned with Dr. Bobker's struggle to acknowledge his addiction. As a result of his non-compliance, Dr. Bobker was not cleared to return to medical practice.
- e. In May 2009, Dr. Bobker continued to unilaterally adjust the dosage of the medication prescribed to him by increasing it without consulting the prescribing physician. As a result, his treating physician indicated that "taking call will be problematic, b/o the extent to which he sedates himself."
- f. In July 2009, Dr. Bobker returned to in-patient treatment for a recommended re-evaluation. At that time, it was determined that Dr. Bobker was in compliance with the MPHP, was attending the number of self-help groups recommended, and had been seeing an addictionologist on a monthly basis. As a result of his compliance, Dr. Bobker was cleared to return to medical practice under the following conditions: (1) full compliance with the MPHP; (2) drug monitoring; (3) "reasonable work hours"; (4) "reasonable call schedule"; and (5) "no solo practice."
- g. In July 2009, Dr. Bobker indicated that he believed that he could only sleep by heavily sedating himself, and recognized that this will pose a problem if he has to answer a call in the middle of the night when he returns to active medical practice.
- h. In August 2009, Dr. Bobker continued to unilaterally adjust the medication prescribed to him by discontinuing its use, and then restarting it.
- i. In September 2009, Dr. Bobker indicated that he was thinking about returning to medical practice and finding work with minimal on-call. At that time, Dr. Bobker indicated that he could tolerate a 1/10 day call schedule by not taking his prescribed medication on the night that he was on call, even if it meant being up most of the night.

12. This Second Consent Agreement has been negotiated by counsel for Dr. Bobker and counsel for the Board in order to resolve complaint CR07-197 without an adjudicatory hearing. Absent ratification of this proposed Second Consent Agreement by a majority vote of the Board, the matter will proceed to an adjudicatory hearing.

13. By signing this Second Consent Agreement, Dr. Bobker waives, in his personal capacity and through legal counsel, any and all objections to, and hereby consents to allow the Board's legal counsel to present this proposed Second Consent Agreement to the Board for possible ratification. Dr. Bobker waives, in his personal capacity and through legal counsel, forever any arguments of bias or otherwise against any of the Board members in the event that the Board fails to ratify this proposed Second Consent Agreement.

COVENANTS

14. Dr. Bobker admits that with regard to complaint CR07-197 the Board has sufficient evidence from which it could reasonably conclude that he: (a) violated the terms and conditions of his consent agreement with the Board by using a "Prohibited substance" in violation of paragraph 8(a); and (b) engaged in habitual substance abuse that was "foreseeably likely to result in his performing services in a manner that endangers the health or safety of patients." Dr. Bobker admits that such conduct constitutes habitual substance abuse and unprofessional conduct and grounds for discipline of his Maine medical license pursuant to 32 M.R.S.A. § 3282-A(2)(B) & (F) and 10 M.R.S.A. § 8003(5)(A-1).

CONDITIONS OF LICENSURE

15. As discipline for the conduct admitted in paragraph 14 above, Dr. Bobker agrees to accept modifications² to and conditions imposed on his Maine medical license. Based on Dr. Bobker's acceptance of responsibility for his actions, his continuing treatment of his substance abuse problems, as well as the understanding and agreement between Dr. Bobker and the Board, that any future use of any prohibited substance by Dr. Bobker may result in revocation of his license, the Board Dr. Bobker agree to the following conditions imposed upon his Maine medical license:

a. ABSTINENCE. Dr. Bobker agrees that, following the execution³ of this Second Consent Agreement, he shall completely abstain from the use of any and all Prohibited Substances. "Prohibited Substances" as used throughout this Second Consent Agreement shall mean: benzodiazepines, sedatives (*i.e.* Ambien), hypnotics or similar drugs; opiates; alcohol; cocaine; fentanyl; mood, consciousness or mind-altering substances, whether illicit or not; and all drugs which are dispensed to or prescribed for him by anyone other than a single primary care physician approved by the Board who is knowledgeable of Dr. Bobker's medical history, including his misuse of benzodiazepine and sedatives, unless the circumstances constitute a genuine medical or surgical emergency. Dr. Bobker understands and agrees that the single primary care physician approved by the Board shall not prescribe to Dr. Bobker any benzodiazepines, barbiturates, or prescription sedative-hypnotic medications, without obtaining

² Title 32 M.R.S.A. § 3282-A(2) gives the Board the authority to "modify" Dr. Bobker's Maine medical license by imposing conditions upon it. The "modifications" to Dr. Bobker's Maine medical license are the conditions imposed upon it pursuant to this Second Consent Agreement.

³ For purposes of this Second Consent Agreement the term "execution" means the date on which the final signature is affixed to the Second Consent Agreement.

prior approval from the Board. The Board shall retain the sole discretion, without hearing, to grant or deny any request to prescribe such medications. Dr. Bobker acknowledges that any decision by the Board concerning this issue is not appealable.

i. Prescription Medication. If any controlled drug is dispensed or prescribed for Dr. Bobker for a personal medical condition, Dr. Bobker or the Supervising Physician shall notify the Board by telephone and in writing within 48 hours or as soon thereafter as possible. This notice shall be followed by a written summary of all pertinent circumstances. The Board shall be apprised of all continuing pertinent circumstances regarding continued use of the controlled drug, and a written report thereof shall be submitted to the Board.

ii. Future Use of Prohibited Substances Shall Result in Loss of Licensure. Dr. Bobker agrees and understands that any reliable evidence of use at any time in the future, whether in Maine or elsewhere, of any Prohibited Substance, including but not limited to benzodiazepines, sedatives (*i.e.* Ambien), hypnotics or similar drugs or alcohol, shall constitute a violation of this Second Consent Agreement, which SHALL RESULT IN THE IMMEDIATE, INDEFINITE AUTOMATIC SUSPENSION OF LICENSURE, AND PROOF OF USE MAY RESULT IN REVOCATION/NON-RENEWAL OF LICENSURE.

b. POSSESSION OF CONTROLLED DRUGS. Dr. Bobker agrees that, following the execution of this Second Consent Agreement, he shall completely abstain from the possession of Prohibited Substances, including but not limited to benzodiazepines, sedatives (*i.e.* Ambien), hypnotics or similar drugs. In complying with this provision, Dr. Bobker agrees that his home or office medical practice shall not order or accept samples or stocks of any Prohibited Substances. Dr. Bobker agrees to permit the Board or its agent(s) complete access to his office medical practice to ensure his compliance with this provision.

c. SINGLE PHYSICIAN. Dr. Bobker agrees and understands that he shall only obtain his prescription medication(s) from a single physician approved by the Board. Dr. Bobker agrees and understands that he will not make any unilateral changes to the medication regimen prescribed for him by his single physician. In complying with this provision, Dr. Bobker agrees that he will not self-diagnose or self-treat himself for any medical issues, including somatic or anxiety disorders. In addition, Dr. Bobker agrees that he will not attempt to pressure his single physician towards specific types of treatment nor make any unilateral adjustments to the dosages of medications prescribed to him (i.e. he will not increase, decrease, start or stop a medication without the advance approval of his physician).

d. SUBSTANCE MONITORING. Dr. Bobker understands and agrees that he may, for the remainder of his career as a Maine licensed physician, undergo some level of substance monitoring to test whether he has used a "Prohibited Substance." The monitoring shall be through urinalysis testing and/or blood testing, and any other reliable method which may later be developed and approved by the Board. Dr. Bobker irrevocably agrees that the Board and the Maine Department of Attorney General will have full access to all test data and reports. Dr. Bobker shall execute any and all releases necessary for the Board and/or the Attorney General to have full access to all data and reports pertaining to his substance monitoring.

i. Substance Abuse Monitor. Dr. Bobker shall propose a Substance Abuse Monitor to the Board, which shall have the sole discretion to approve/deny the individual proposed, who shall have Dr. Bobker provide urine samples for testing for the presence of Prohibited Substances. Under no circumstances shall Dr. Bobker fail to appear and/or provide a urine sample for testing as required by this Second Consent Agreement.

ii. Process. All urine and/or blood samples shall be handled through legal chain of custody methods. All samples provided shall be analyzed by a certified laboratory, which regularly handles drug monitoring tests. All samples shall be tested for the presence of Prohibited Substances, specifically including but not limited to benzodiazepines, sedatives (*i.e.* Ambien), hypnotics or similar drugs.

iii. Frequency of Urine Testing. It is Dr. Bobker's obligation to ensure that all the samples are given and tests occur as specified in this Second Consent Agreement. Testing shall be randomly scheduled. Notwithstanding any other provision of this Second Consent Agreement, the Board, the Substance Abuse Monitor, or the Board's agent may request Dr. Bobker to submit to testing at any time. Failure to maintain this schedule or the random nature of the tests shall be cause for suspension, non-renewal or revocation of Dr. Bobker's Maine medical license, unless proof of genuine emergent medical circumstances (for Dr. Bobker or a patient) exist which warrant less serious disciplinary actions being taken by the Board.

(a). For the period following the execution of this Second Consent Agreement until Dr. Bobker's return to the active practice of medicine, urine samples shall be provided once a week;

(b). For the period following Dr. Bobker's return to the active practice of medicine and for one year thereafter, urine samples shall be provided once a week. In complying with this provision of the Second Consent Agreement, Dr. Bobker shall notify the Board, his Substance Abuse Monitor, and his Treatment Provider(s) immediately upon his return to the active practice of medicine. The frequency of urine testing shall continue as outlined herein even while Dr. Bobker is on vacation or on a leave of absence in the continental United States. Dr. Bobker shall be responsible for making arrangements to ensure that the testing is carried out with the frequency and standards outlined in this Second Consent Agreement.

iv. Reporting Test Results. It is Dr. Bobker's responsibility to ensure that all test results are reported promptly to the Board.

(a). Immediate Report of Positive Test Results. Any test result evidencing any level of a Prohibited Substance, whether by urine or other sample, shall be reported to the Board by telephone and in writing within 24 hours or as soon thereafter as possible.

(b). Reporting Negative Test Results. Written reports of all tests shall be sent to the Board monthly, together with an explanation of the dates and times samples were provided and tests made, the type(s) of tests made, and the substances tested for

(together with detectable levels tested for), and the test results. Dr. Bobker shall ensure that all reports are made to the Board in a timely fashion.

(c). Confidentiality Waived. With regard to the Board and its agents and any process to be pursued by the Board, Dr. Bobker hereby waives all claims of confidentiality and privilege with respect to all tests taken and test results pursuant to this Second Consent Agreement. Dr. Bobker shall execute any and all releases in order for the Board to obtain access to and copies of all urine test results.

v. Rebuttable Presumption Raised by Positive Test. It is agreed and understood that a test evidencing the presence of any "Prohibited Substance", when confirmed, shall raise a rebuttable presumption that such substance was in fact used by Dr. Bobker. Such a positive test result shall alone be sufficient to prove the use of the "Prohibited Substance" by Dr. Bobker. Dr. Bobker further agrees that the result of the test may be admitted into evidence in any proceeding regarding his Maine medical license, whether before the Board or before a Court of competent jurisdiction. The confirmatory test shall be performed immediately upon any initial positive test result and it may also be admitted into evidence in any proceeding regarding Dr. Bobker's Maine license. Dr. Bobker is hereby advised that the ingestion of poppy seeds, mouthwash and over the counter cough or cold medicines or remedies has from time to time been raised as a defense to a positive screen result for morphine, opiates and/or alcohol. For that reason, Dr. Bobker agrees to refrain from ingesting poppy seeds in any food substances, mouthwash and over the counter cough or cold medicines or remedies during the period of probation. In the event that Dr. Bobker has a positive screen for morphine, opiates and/or alcohol, Dr. Bobker agrees that the ingestion of poppy seeds and/or mouthwash and/or over the counter cough or cold medicines shall not constitute a defense to such a positive screen.

vi. Immediate, Indefinite, Automatic Suspension for Positive Test. If any urine or blood test is positive (i.e., in any manner evidences any use of any "Prohibited Substance"), then the result shall be the immediate, indefinite, automatic suspension of Dr. Bobker's Maine medical license, which shall continue until the Board holds a hearing on the matter, unless the Board, or the Board Secretary and the Department of Attorney General, earlier determine that the report is without merit. The suspension shall begin the moment Dr. Bobker first learns of a positive test or report of a positive test to the Board, whether from the Substance Abuse Monitor or his designee, from the Board or from any other source in writing, orally or by any other means. This shall include non-confirmed, positive tests.

vii. Board Hearing to Determine if Dr. Bobker Used Any Prohibited Substance. After receiving a positive report evidencing use by Dr. Bobker of any "Prohibited Substance", the Board shall investigate the situation, including demanding a response from Dr. Bobker. The Board will hold a hearing within 60 days of the automatic suspension or as soon thereafter as practicable (unless both Dr. Bobker and the Board agree to hold the hearing later) and it shall be held pursuant to the Maine Administrative Procedure Act.

viii. Failure to Maintain Sampling Schedule or Failure to Appear or to Provide Sample. Failure by Dr. Bobker: to maintain the sampling schedule; to appear when

demanded to provide a sample; or to provide samples upon being demanded to do so shall be dealt with as follows:

(a). Report. If Dr. Bobker fails to appear to provide a sample, fails to maintain the sampling/testing schedule, or fails to provide a urine sample, then the Supervising Physician and Dr. Bobker must telephone the Board as soon as possible and send to the Board a written report of such failure within 48 hours.

(b). Second Opportunity to Provide Urine Sample. If Dr. Bobker appears when scheduled or ordered, but fails to provide an adequate sample, then with regard to urine, after accurate notation of any and all substances consumed (no substance shall be consumed which might affect the accuracy of the tests to be performed), a second opportunity to provide a urine sample shall be given after a reasonable time. A repeat failure or any refusal shall result in an immediate, indefinite suspension of medical licensure. The suspension shall begin the moment of the occurrence.

(c). Suspension. An immediate, indefinite suspension of licensure shall result from any failure by Dr. Bobker to comply with the mandated schedule of samples, failing to appear to provide a sample, or failing to provide a urine sample after given a second opportunity. The suspension shall begin the moment Dr. Bobker actually learns a report has been made or sent to the Board. The Board shall attempt to hold a hearing within 60 days of the automatic suspension, or as soon thereafter as practicable, at which time it may take such action as it deems appropriate, including without limitation, reinstatement, fines, probation, suspension, non-renewal and revocation.

ix. Amendment of Testing Provisions. One year after Dr. Bobker's successful compliance with the terms and conditions of this Second Consent Agreement, Dr. Bobker may petition the Board to amend the frequency of the urine testing. Upon written application by Dr. Bobker to the Board, the Board may amend the above agreed conditions for testing as long as such changes are otherwise consistent with the schedule set forth in this Second Consent Agreement. Amendment from the conditions shall be in the sole discretion of the Board and shall be based upon such information as the Board deems pertinent. A decision may be made by the Board, in its sole discretion, with or without providing a hearing. Any decision by the Board to amend the testing provisions is not appealable. The Board can propose Amendment(s), which may or may not be agreed to by Dr. Bobker.

x. Increasing Testing. For good cause shown (i.e., questionable reports or problems with providing samples), the Board can, in its sole discretion, without hearing, unilaterally increase the frequency of testing to the highest levels contemplated by this Second Consent Agreement, and may also add an additional four random tests per month. Any decision made by the Board pursuant to this paragraph does not require a hearing and is not appealable.

e. PROFESSIONAL MANAGEMENT.

i. Substance Abuse Treatment. Within thirty (30) days following the execution of this Second Consent Agreement, Dr. Bobker shall submit for Board approval the name of a licensed individual or agency in the treatment of substance abuse with whom Dr. Bobker shall consult and counsel for the purpose of working on all issues pertaining to his substance abuse issues, including Dr. Bobker's compliance with this Second Consent Agreement, which consultations shall be at least twice monthly following the execution of this Second Consent Agreement.

ii. Mental Health Treatment. Within thirty (30) days following the execution of this Second Consent Agreement, Dr. Bobker shall submit for Board approval the name of a licensed individual or agency in the treatment of mental health issues with whom Dr. Bobker shall consult and counsel for the purpose of working on all issues pertaining to his mental health issues. Dr. Bobker agrees to participate in psychotherapy with a Board approved therapist in order to address mental health issues. Therapy should include consideration of all recognized therapeutic modalities involved in the treatment of insomnia and anxiety, including but not limited to cognitive behavioral therapy (CBT). The Board in its discretion may approve the same individual approved by the Board to provide Dr. Bobker with substance abuse treatment to provide him with mental health treatment pursuant to this paragraph. The therapy sessions shall occur at least monthly and continue until the therapist notifies the Board that treatment is no longer necessary or useful. The Board, in its sole discretion, will determine whether cessation of therapy is appropriate. The Board shall retain the sole discretion, without hearing, to grant or deny such application. Dr. Bobker acknowledges that any decision by the Board concerning this issue is not appealable.

iii. Prior Evaluation and Treatment Records. The Board and Dr. Bobker agree that the Board shall transmit/disclose all records received by it concerning Dr. Bobker to all of the approved treatment provider(s).

iv. Communication of Treatment Providers. The Board and Dr. Bobker agree that all treatment providers involved in his care shall have full communication allowed among themselves and with the Board or its agent(s).

v. Amendment of Aftercare Treatment Requirements. After two years of successful compliance with the terms and conditions of this Second Consent Agreement, Dr. Bobker may file a written application with the Board to amend the schedule of his substance abuse and/or mental health treatment. The Board shall retain the sole discretion, without hearing, to grant or deny such application. Dr. Bobker acknowledges that any decision by the Board concerning this issue is not appealable.

vi. Change of Treatment Provider(s). If Dr. Bobker desires to change his treatment provider(s), then he shall make written application to the Board, including among other things a letter regarding his reasons for requesting such change(s) and separate letters from the current treatment provider(s) and the proposed new treatment provider(s) relative to their understanding of the reasons for this request and, to the extent applicable, any concerns they may

have. The Board shall retain the sole discretion to grant or deny such application without hearing. Dr. Bobker acknowledges that any decision by the Board concerning this issue is not appealable. If the request is denied, nothing precludes Dr. Bobker from proposing another treatment provider for approval. In requesting a change of treatment provider, Dr. Bobker understands that the Board may inquire into any issues it deems pertinent with any person, including, without limitation, the current treatment provider(s).

vii. Reports from Treatment Providers. Commencing one month following the execution of this Second Consent Agreement, and continuing for one (1) year thereafter, within a month after every session, Dr. Bobker shall ensure that the Board-approved treatment provider(s) submit(s) to the Board a written report regarding: Dr. Bobker's compliance with his schedule of meetings; Dr. Bobker's ability to continue practicing medicine; and the prognosis of Dr. Bobker's continued recovery.

viii. Board Investigation. At any time the Board may deem appropriate, the Board or its agent may contact Dr. Bobker and/or the Board-approved treatment providers to obtain further information relative to Dr. Bobker. In addition, if the Board deems it appropriate, it may directly contact the treatment providers regarding any issues concerning Dr. Bobker's treatment. In complying with this requirement, Dr. Bobker shall execute any and all releases necessary to enable the Board and/or the Attorney General to communicate directly with his treatment provider(s) and to obtain copies of any and all notes, records, and documentation concerning his treatment.

f. PROFESSIONAL OVERSIGHT.

i. Clinical Setting. During the period of probation, Dr. Bobker shall practice medicine in an office and practice that includes other physicians. Prior to engaging in the active practice of medicine pursuant to this Second Consent Agreement, Dr. Bobker must have a Board-approved practice location. In complying with this requirement, Dr. Bobker shall submit to the Board for its approval any proposed practice location(s) and settings, which locations/settings the Board has the sole discretion to approve or deny.

ii. Board Access to Medical Practice. Dr. Bobker shall permit the Board or its agent(s) complete access to his office based medical practice, including but not limited to all patient records, employee records, office records, and office equipment. In addition, Dr. Bobker shall permit the Board or its agent(s) to conduct random and/or announced inspections of his office based medical practice. Dr. Bobker shall bear the cost of any such inspection(s) by the Board or its agent(s).

iii. Work Hours. Upon return to the active practice of medicine, Dr. Bobker agrees to work no more than twenty (20) hours per week (daytime hours only). Dr. Bobker agrees to permit the Board or its agent(s) complete access to his medical practice to ensure his compliance with this provision. Dr. Bobker may file a written application with the Board to increase the number of hours he may work per week. The Board shall retain the sole discretion to grant or deny such a request without hearing. Dr. Bobker acknowledges that any decision by the Board concerning this issue is not appealable.

iv. On-Call. Upon return to the active practice of medicine, Dr. Bobker shall not participate in call coverage outside of his regularly scheduled clinical hours. After six (6) months of successful clinical practice in a Board-approved setting, Dr. Bobker may request modification of this restriction. At such time, Dr. Bobker must demonstrate that he is capable of taking call without altering his prescribed medication regimen. The Board has the sole discretion to grant or deny any request from Dr. Bobker to modify this restriction.

v. Physician Monitor. Prior to Dr. Bobker's return to the active practice of medicine, Dr. Bobker shall submit for Board approval the name of a licensed Maine physician who shall monitor his medical practice pursuant to a written plan of supervision approved by the Board. The Board shall have the sole discretion to approve or deny any individual proposed. In complying with this provision of the Consent Agreement, Dr. Bobker shall notify the Board, his Substance Abuse Monitor, and his Treatment Provider(s) immediately upon his return to the active practice of medicine. Dr. Bobker shall submit a written plan of supervision to the Board for approval prior to his return to the active practice of medicine. The plan must include direct contact with and observation of Dr. Bobker within his medical practice at least once a week. The monitoring physician shall inform the Board if Dr. Bobker demonstrates any issues with regard to isolation, inappropriate boundaries or decision-making, ability to concentrate or any other concerns. The monitoring physician shall report such information by telephone and in writing within 24 hours or as soon thereafter as possible. Dr. Bobker understands that the monitoring physician will be an agent of the Board pursuant to Title 24 M.R.S. § 2511. Dr. Bobker shall permit the monitoring physician full access to his medical practice, including but not limited to all patient information. The Board-approved monitor shall provide the Board with reports regarding Dr. Bobker's medical practice on or before April 30th, July 31st, October 31st, and January 31st of each year following the execution of this Second Consent Agreement.

g. SELF-HELP GROUP MEETINGS.

i. Attendance at AA and NA. Dr. Bobker agrees to attend Alcoholics Anonymous ("AA") and/or Narcotic Anonymous ("NA") a minimum of twice per week through one year from the effective date of this agreement and at least once each month for as long as this Second Consent Agreement remains in force.

ii. Impaired Physicians Self-Help Group. Dr. Bobker agrees that he shall attend self-help group meetings of an impaired medical professional group (*i.e.* Caduceus), on a regular basis for the term of this agreement. Meetings of the impaired professional self-help groups may be substituted on a one-for-one basis with meetings of AA or NA.

iii. Reports of Attendance. Dr. Bobker shall submit a signed, written quarterly report of his attendance at AA, NA or impaired professional self-help group meetings to the Board beginning three months after the execution of this Consent Agreement. In complying with this provision, Dr. Bobker agrees to maintain an attendance log of his meetings, and to have the Chairperson of the group meeting verify the attendance log. Any instances of

failure to attend the required numbers of meetings shall be noted, together with specific explanation detailing reasons.

iv. Failure to Meet This Requirement. It is the parties' understanding that, periodically, reasonable explanations may exist for occasionally missing a meeting; however, unexcused continuous or repeated failures to comply with the requirements of this section of the Second Consent Agreement may constitute a violation of the Second Consent Agreement which, after hearing before the Board, can result in licensure discipline, including without limitation a fine, suspension, non-renewal, probation or revocation of Dr. Bobker's conditional Maine medical license.

h. MAINTENANCE OF OBLIGATIONS WHEN AWAY FROM MAINE OR HOME.

i. General. Dr. Bobker agrees to maintain his obligations regarding substance monitoring and self-help group meetings at all times, including times when he is away from home but within the continental limits of the United States. Dr. Bobker will notify the Director of the Medical Professionals Health Program sufficiently in advance of travel to make whatever arrangements the Director deems appropriate for monitoring before he leaves. It shall be Dr. Bobker's obligation to ensure that arrangements are made consistent with this Second Consent Agreement in such other location(s) to ensure the continuation and satisfaction of his obligations under this Second Consent Agreement. Any such occurrences shall be noted in writing sent to the Board by Dr. Bobker explaining the arrangements made and how the arrangements were carried out.

ii. Failure to Comply. Any failure by Dr. Bobker to meet the conditions of the Consent Agreement outside of Maine shall constitute a violation of this Second Consent Agreement, and may result in the immediate suspension by the Board of Dr. Bobker's Maine medical license pending hearing, and, following hearing, other sanctions as permitted by law including but not limited to suspension, modification, or revocation of licensure.

i. INVOLVEMENT IN THE MEDICAL PROFESSIONALS HEALTH PROGRAM.

Dr. Bobker shall enter into a contract with the Medical Professionals Health Program and fully participate in that program as long as this Second Consent Agreement remains in force.

j. MAINTAINENCE OF LICENSE.

Dr. Bobker shall be required to maintain his Maine license to practice medicine for as long as this Second Consent Agreement is in effect. In the event that Dr. Bobker applies for licensure in other jurisdictions during the term of this Second Consent Agreement, Dr. Bobker shall notify said jurisdiction of the existence of this Second Consent Agreement.

k. WAIVER OF CONFIDENTIALITY AND RELEASE OF RECORDS.

Dr. Bobker agrees and understands that the Board and the Department of Attorney General shall have complete access to his present and future personal medical and counseling records regarding chemical dependency and mental health issues and to all otherwise confidential data pertaining to treatment or monitoring of Dr. Bobker for substance abuse and mental health issues.

16. SANCTION FOR VIOLATION OF LICENSE CONDITIONS.

a. Automatic Suspension. Any reliable oral or written report to the Board of violation(s) of the conditions of licensure as described above shall result in the immediate, indefinite and automatic suspension of Dr. Bobker's Maine medical license. The automatic suspension of Dr. Bobker's Maine medical license shall become effective at the time that he receives actual notice from the Board that a report of violation(s) has been made. Actual notice can be provided by telephone, in person, in writing, by another means or any combination of the above-referenced means. The indefinite, automatic suspension shall continue until the Board holds a hearing on the matter, unless the Board earlier determines that the report is without merit or decides that no further sanction is warranted.

b. Continued Suspension; Other Sanctions. Dr. Bobker's indefinite automatic suspension shall continue for such time until the Board holds a hearing and reaches a decision. The Board will hold a hearing within 60 days of the automatic suspension or as soon thereafter as practicable (unless both Dr. Bobker and the Board agree to hold the hearing later) and shall be held pursuant to the Maine Administrative Procedure Act. The Board may impose such other discipline, including without limitation, fines, further suspension, probation, non-renewal or revocation of licensure, as the Board after hearing deems appropriate.

c. General Acknowledgment. Dr. Bobker acknowledges that, pursuant to Title 10 M.R.S. § 8003(5)(B), his failure to comply with any of the terms or conditions of this Second Consent Agreement shall constitute grounds for additional disciplinary action against his Maine medical license, including but not limited to an order, after hearing, modifying, suspending, or revoking his license.

17. DESIGNATED COPY OF SECOND CONSENT AGREEMENT.

Dr. Bobker shall have his supervising physician, monitoring physician and all treatment providers read, date, and sign a copy of the Second Consent Agreement (the "Designated Copy"). Dr. Bobker shall retain a copy of the Second Consent Agreement signed by all of the aforementioned individuals at his office and shall produce it upon request of the Board or its agent(s). A copy of the signature page shall be made and sent to the Board. Dr. Bobker agrees that if new individuals assume the roles set forth in this Second Consent Agreement during the existence of this Second Consent Agreement, such individuals shall also read, date and sign the Second Consent Agreement.

18. BOARD'S JURISDICTION.

Dr. Bobker acknowledges that the Board has jurisdiction over his license. Dr. Bobker understands that, at the time the Board is agreeing to issue him this Conditional, Modified License, the Board has the statutory jurisdiction to revoke licenses. Pursuant to 10 M.R.S. § 8003(5)B, in consideration for the Board's issuing Dr. Bobker his Maine medical license pursuant to this Second Consent Agreement, he agrees that, regarding any alleged violation of this Second Consent Agreement, the Board is granted jurisdiction to revoke his license or take such other disciplinary action as is available to the Courts, following an adjudicatory hearing conducted in accordance with the Maine Administrative Procedure Act.

19. MISCELLANEOUS PROVISIONS.

a. Notice. Unless otherwise specified in this Second Consent Agreement, written notice shall be deemed served upon mailing by first class mail, postage prepaid.

(i). Notice to the Board:
State of Maine Board of Licensure in Medicine
Attention: Board Investigator
137 State House Station
Augusta, Maine 04333-0137
Telephone: (207) 287-3601

(ii). Notice to the Licensee:
Daniel Bobker
5 Spruce Lane
Topsham, ME 04086

b. Address Change. If Dr. Bobker changes jobs, moves his residence or practice, changes telephone numbers at work or at home, or secures privileges at a hospital, he shall provide notice to the Board.

c. Costs. All costs incurred in performance of the terms and conditions of this Second Consent Agreement shall be borne by Dr. Bobker. If a violation of this Second Consent Agreement is proven to have occurred, regardless of the sanctions imposed, the Board may require Dr. Bobker to reimburse the Board for all costs and attorney's fees incurred in proving such violation.

d. Hearings. Unless otherwise specified, hearings shall be held consistent with the Maine Administrative Procedure Act.

e. Severance. If any clause of this Consent Agreement is deemed illegal or invalid, then that clause shall be deemed severed from this Consent Agreement.

20. DURATION OF SECOND CONSENT AGREEMENT. Dr. Bobker understands and agrees that the duration of this Second Consent Agreement is indefinite. The modifications and conditions imposed by this Second Consent Agreement shall remain in effect until amended or rescinded in writing by the parties hereto. After the successful completion of five (5) years under the Second Consent Agreement, Dr. Bobker may petition the Board to terminate the Second Consent Agreement. The Board shall have the sole discretion to: (a) deny Dr. Bobker's petition; (b) grant Dr. Bobker's petition; and/or (c) grant Dr. Bobker's petition in part as it deems appropriate to ensure the protection of the public. Any decision by the Board as a result of Dr. Bobker's request to terminate this Second Consent Agreement need not be made pursuant to a hearing and is not appealable to any court.

21. AMENDMENT OF SECOND CONSENT AGREEMENT.

Dr. Bobker waives his right to a hearing before the Board or any court regarding all findings, terms and conditions of this Second Consent Agreement. Dr. Bobker agrees that this Second Consent Agreement is a final order resolving all outstanding matters arising out of his violation of a prior consent agreement. This Second Consent Agreement is not appealable and is effective until modified or rescinded by the parties hereto. This Second Consent Agreement cannot be amended orally. It can only be amended by a writing signed by the parties hereto and approved by the Office of Attorney General. Requests for amendments to this Second Consent Agreement by Dr. Bobker shall be made in writing and submitted to the Board. Unless otherwise specifically prohibited under this Second Consent Agreement, Dr. Bobker may, at reasonable intervals, petition the Board for amendment of the terms and conditions of this Second Consent Agreement. Upon making such a petition, Dr. Bobker shall bear the burden of demonstrating that the Board should amend the Consent Agreement. The Board shall have the sole discretion to: (a) deny Dr. Bobker's petition; (b) grant Dr. Bobker's petition; and/or (c) grant Dr. Bobker's petition in part as it deems appropriate to ensure the protection of the public. Any decision by the Board as a result of Dr. Bobker's request to modify this Second Consent Agreement need not be made pursuant to a hearing and is not appealable to any court.

22. COMMUNICATIONS. The Board and the Attorney General may communicate and cooperate regarding Dr. Bobker's practice or any other matter relating to this Second Consent Agreement.

23. PUBLIC RECORD. This Second Consent Agreement is a public record within the meaning of 1 M.R.S.A. § 402 and will be available for inspection and copying by the public pursuant to 1 M.R.S. § 408.

24. ADVICE OF COUNSEL. The Licensee has been represented by an attorney, Emily A. Bloch, Esq., who has participated in the negotiation of this Second Consent Agreement on his behalf.

25. WAIVER OF RIGHT TO APPEAL SECOND CONSENT AGREEMENT.

Dr. Bobker waives his right to a hearing before the Board or any court regarding all facts, terms and conditions of this Second Consent Agreement. Dr. Bobker agrees that this Second Consent Agreement is a final order resolving all matters pending before the Board arising from his violation of a previous consent agreement. This Second Consent Agreement is not appealable and is effective until modified or rescinded by the parties hereto. Nothing in this paragraph shall be deemed a waiver of Dr. Bobker's rights under rule, statute or the Maine or United States Constitutions, to appeal a decision or action later taken by the Board except as Dr. Bobker may have agreed herein, such as with discretionary decisions by the Board and which may occur with or without a hearing, and the jurisdiction of the Board to revoke his license for violation of this Second Consent Agreement. Dr. Bobker agrees that this Second Consent Agreement resolves his pending complaint, and understands that no further legal action will be initiated against him by the Board based upon the facts described herein, except that in the event that he does not fully comply with the terms and conditions of this Second Consent Agreement, that Board may initiate whatever action it deems necessary. In addition, Dr. Bobker agrees and understands that the Board may consider the conduct and facts described herein in the event that future allegations are brought against him, and that the Board may consider this Second Consent Agreement in determining appropriate future discipline should any future allegations be proven against him.

I, DANIEL BOBKER, M.D., HAVE READ AND UNDERSTAND THE FOREGOING SECOND CONSENT AGREEMENT AND AGREE WITH ITS CONTENTS AND TERMS. I FURTHER UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I WAIVE CERTAIN RIGHTS, INCLUDING THE RIGHT TO A HEARING BEFORE THE BOARD. I SIGN THIS SECOND CONSENT AGREEMENT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS SECOND CONSENT AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN OR OTHERWISE.

DATED:

1/15/10


DANIEL BOBKER, M.D.

STATE OF

Maine

Courtesy Cumberland, S.S.

Personally appeared before me the above-named Daniel Bobker, M.D., and swore to the truth of the foregoing based upon his own personal knowledge, or upon information and belief, and so far as upon information and belief, he believes it to be true.

DATED:

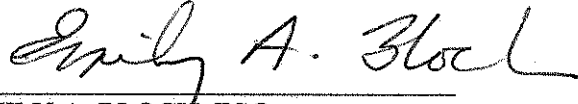
1/15/2010


NOTARY PUBLIC/ATTORNEY
MY COMMISSION ENDS

TERESA A. THURLOW
NOTARY PUBLIC, STATE OF MAINE
MY COMMISSION EXPIRES JAN. 25, 2015

DATED:

1/19/10



EMILY A. BLOCH, ESQ.
Attorney for Daniel Bobker, M.D.

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

DATED:

1/22/10



SHERIDAN R. OLDHAM, M.D., Chairman

STATE OF MAINE DEPARTMENT
OF THE ATTORNEY GENERAL

DATED:

1/27/10



DENNIS E. SMITH
Assistant Attorney General

Effective Date:



STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE
137 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0137

SHERIDAN R. OLDHAM, M.D.
CHAIRMAN

JOHN ELIAS BALDACCI
GOVERNOR

RANDAL C. MANNING
EXECUTIVE DIRECTOR

CERTIFIED MAIL # 7007268000066376466
FIRST CLASS MAIL
RETURN RECEIPT REQUESTED

June 25, 2008

Daniel Bobker, M.D.
5 Spruce Lane
Brunswick, ME 04011

Re: Immediate Suspension of Maine Medical License

Dear Dr. Bobker:

This letter is to inform you that your license to practice medicine is suspended, effective immediately, pursuant to section, 8(d) (vi) of your Consent Agreement dated January 23, 2008. This suspension is based on your non-compliance with paragraph 8(a) of the Consent Agreement, which prohibits your use of any Prohibited Substance (including opiates) not prescribed to you by a single primary care physician approved by the Board.

On June 24, 2008, the Board received a report from Dr. David Simmons of the Medical Professionals Health Program that you tested positive for Hydrocodone, an opiate analgesic, and that you admitted to use of this drug, which was not prescribed to you. A copy of Dr. Simmons' letter is enclosed with this notice of suspension. Pursuant to paragraph 8(d) (vi) of the Consent Agreement, any report to the Board of a positive test for any Prohibited Substance (including opiates) shall result in the immediate, indefinite, automatic suspension of your Maine medical license.

Pursuant to paragraph 8(d)(vii) of the Consent Agreement, an Adjudicatory Hearing will take place within sixty (60) days or as soon thereafter as practicable. Notice of the time, date, and location of the Adjudicatory Hearing will be sent to you forthwith.

Because your license is under suspension, immediately return the license to this office at the above address.

Respectfully,

Randal C. Manning, MBA
Executive Director
RCM/mm

cc: CR 07-197

Dennis E. Smith, AAG

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

In re:)	CONSENT
Daniel Bobker, M.D.)	AGREEMENT
Complaint No. CR07-197)	

This document is a Consent Agreement, effective when signed by all parties, regarding disciplinary action against and conditions imposed upon the license to practice medicine in the State of Maine held by Daniel Bobker, M.D. The parties to the Consent Agreement are: Daniel Bobker, M.D. ("Dr. Bobker"), the State of Maine Board of Licensure in Medicine ("the Board") and the State of Maine Department of the Attorney General ("the Attorney General"). This Consent Agreement is entered into pursuant to 10 M.R.S. § 8003(5)(B) and 32 M.R.S. § 3282-A.

STATEMENT OF FACTS

1. Dr. Bobker has held a license to practice medicine in the State of Maine since February 15, 1995. Dr. Bobker specializes in Neurology.
2. On June 12, 2007, the Board reviewed information indicating that Dr. Bobker had been abusing benzodiazepine and sedatives. Following its review, the Board voted to summarily suspend Dr. Bobker's Maine medical license for thirty (30) days pursuant to Title 5 M.R.S.A. § 10004 based upon the imminent threat that his continued practice of medicine posed to the public. In addition, the Board ordered Dr. Bobker to undergo a physical and mental evaluation by a Board-approved physician pursuant to Title 32 M.R.S.A. § 3286, and scheduled the matter for an adjudicatory hearing on July 10, 2007.
3. On June 25, 2007, the Board received a request from Dr. Bobker to continue the adjudicatory hearing based upon his participation in an in-patient treatment facility for chemical dependence. Based upon this request, and with the understanding that Dr. Bobker's license would remain under suspension until the adjudicatory hearing took place, the Board continued the adjudicatory hearing.
4. On December 5, 2007, the Board and Office of Attorney General received medical information regarding Dr. Bobker, including records pertaining to his in-patient treatment for chemical dependency.
5. This Consent Agreement has been negotiated by counsel for Dr. Bobker and counsel for the Board in order to resolve complaint CR07-197 without an adjudicatory hearing. Absent ratification of this proposed Consent Agreement by a majority vote of the Board, the matter will proceed to an adjudicatory hearing.
6. By signing this Consent Agreement, Dr. Bobker waives, in his personal capacity and through legal counsel, any and all objections to, and hereby consents to allow the Board's legal counsel to present this proposed Consent Agreement to the Board for possible ratification. Dr. Bobker waives, in his personal capacity and through legal counsel, forever any arguments of

bias or otherwise against any of the Board members in the event that the Board fails to ratify this proposed Consent Agreement.

COVENANTS

7. Dr. Bobker admits that with regard to complaint CR07-197 the Board has sufficient evidence from which it could reasonably conclude that he engaged in habitual substance abuse that was “foreseeably likely to result in his performing services in a manner that endangers the health or safety of patients.” Dr. Bobker admits that such conduct constitutes habitual substance abuse and unprofessional conduct and grounds for discipline of his Maine medical license pursuant to 32 M.R.S.A. § 3282-A(2)(B) & (F).

CONDITIONS OF LICENSURE

8. As discipline for the conduct admitted in paragraph 7 above, Dr. Bobker agrees to accept modifications¹ to and conditions imposed on his Maine medical license. Based on Dr. Bobker’s acceptance of responsibility for his actions, his continuing treatment of his substance abuse problems, as well as the understanding and agreement between Dr. Bobker and the Board, that any future use of any prohibited substance by Dr. Bobker may result in revocation of his license, the Board Dr. Bobker agree to the following conditions imposed upon his Maine medical license:

a. ABSTINENCE. Dr. Bobker agrees that, following the execution² of this Consent Agreement, he shall completely abstain from the use of any and all Prohibited Substances. “Prohibited Substances” as used throughout this Consent Agreement shall mean: benzodiazepines, sedatives (*i.e.* Ambien), hypnotics or similar drugs; opiates; alcohol; cocaine; fentanyl; mood, consciousness or mind-altering substances, whether illicit or not; and all drugs which are dispensed to or prescribed for him by anyone other than a single primary care physician approved by the Board who is knowledgeable of Dr. Bobker’s medical history, including his misuse of benzodiazepine and sedatives, unless the circumstances constitute a genuine medical or surgical emergency. Dr. Bobker understands and agrees that the single primary care physician approved by the Board shall not prescribe to Dr. Bobker any benzodiazepines, barbiturates, or prescription sedative-hypnotic medications, without obtaining prior approval from the Board. The Board shall retain the sole discretion, without hearing, to grant or deny any request to prescribe such medications. Dr. Bobker acknowledges that any decision by the Board concerning this issue is not appealable.

¹ Title 32 M.R.S.A. § 3282-A(2) gives the Board the authority to “modify” Dr. Bobker’s Maine medical license by imposing conditions upon it. The “modifications” to Dr. Bobker’s Maine medical license are the conditions imposed upon it pursuant to this Consent Agreement.

² For purposes of this Consent Agreement the term “execution” means the date on which the final signature is affixed to the Consent Agreement.

i. Prescription Medication. If any controlled drug is dispensed or prescribed for Dr. Bobker for a personal medical condition, Dr. Bobker or the Supervising Physician shall notify the Board by telephone and in writing within 48 hours or as soon thereafter as possible. This notice shall be followed by a written summary of all pertinent circumstances. The Board shall be apprised of all continuing pertinent circumstances regarding continued use of the controlled drug, and a written report thereof shall be submitted to the Board.

ii. Future Use of Prohibited Substances Shall Result in Loss of Licensure. Dr. Bobker agrees and understands that any reliable evidence of use at any time in the future, whether in Maine or elsewhere, of any Prohibited Substance, including but not limited to benzodiazepines, sedatives (*i.e.* Ambien), hypnotics or similar drugs or alcohol, shall constitute a violation of this Consent Agreement, which SHALL RESULT IN THE IMMEDIATE, INDEFINITE AUTOMATIC SUSPENSION OF LICENSURE, AND PROOF OF USE MAY RESULT IN REVOCATION/NON-RENEWAL OF LICENSURE.

b. POSSESSION OF CONTROLLED DRUGS. Dr. Bobker agrees that, following the execution of this Consent Agreement, he shall completely abstain from the possession of Prohibited Substances, including but not limited to benzodiazepines, sedatives (*i.e.* Ambien), hypnotics or similar drugs. In complying with this provision, Dr. Bobker agrees that his home or office medical practice shall not order or accept samples or stocks of any Prohibited Substances. Dr. Bobker agrees to permit the Board or its agent(s) complete access to his office medical practice to ensure his compliance with this provision.

c. SINGLE PHYSICIAN. Dr. Bobker agrees and understands that he shall only obtain his prescription medication(s) from a single primary care physician approved by the Board. Dr. Bobker agrees and understands that he will not make any unilateral changes to the medication regimen prescribed for him by his primary care physician. In complying with this provision, Dr. Bobker agrees that he will not self-diagnose or self-treat himself for any medical issues, including somatic or anxiety disorders. In addition, Dr. Bobker agrees that he will not attempt to pressure his primary care physician towards specific types of treatment.

d. SUBSTANCE MONITORING. Dr. Bobker understands and agrees that he may, for the remainder of his career as a Maine licensed physician, undergo some level of substance monitoring to test whether he has used a Prohibited Substance. The monitoring shall be through urinalysis testing and/or blood testing, and any other reliable method which may later be developed and approved by the Board. Dr. Bobker irrevocably agrees that the Board and the Maine Department of Attorney General will have full access to all test data and reports. Dr. Bobker shall execute any and all releases necessary for the Board and/or the Attorney General to have full access to all data and reports pertaining to his substance monitoring.

i. Supervising Physician. Dr. Bobker shall propose a Supervising Physician (the "Supervising Physician"), who shall be approved by the Board who shall have Dr. Bobker provide urine samples for testing for the presence of Prohibited Substances. Under no circumstances shall Dr. Bobker fail to appear and/or provide a urine sample for testing as required by this Consent Agreement.

ii. Process. All urine and/or blood samples shall be handled through legal chain of custody methods. All samples provided shall be analyzed by a certified laboratory, which regularly handles drug monitoring tests. All samples shall be tested for the presence of Prohibited Substances, specifically including but not limited to benzodiazepines, sedatives (*i.e.* Ambien), hypnotics or similar drugs.

iii. Frequency of Urine Testing. It is Dr. Bobker's obligation to ensure that all the samples are given and tests occur as specified in this Consent Agreement. Testing shall be randomly scheduled. Notwithstanding any other provision of this Consent Agreement, the Board, the Supervising Physician, or the Board's agent may request Dr. Bobker to submit to testing at any time. Failure to maintain this schedule or the random nature of the tests shall be cause for suspension, non-renewal or revocation of Dr. Bobker's Maine medical license, unless proof of genuine emergent medical circumstances (for Dr. Bobker or a patient) exist which warrant less serious disciplinary actions being taken by the Board.

(a). For the period following the execution of this Consent Agreement until Dr. Bobker's return to the active practice of medicine, urine samples shall be provided once a week;

(b). For the period following Dr. Bobker's return to the active practice of medicine and for one year thereafter, urine samples shall be provided once a week. In complying with this provision of the Consent Agreement, Dr. Bobker shall notify the Board, his Supervising Physician, and his Treatment Provider(s) immediately upon his return to the active practice of medicine;

(c). For the remainder of the term of this Consent Agreement, urine samples will be provided at a minimum of once a month. The frequency of urine testing shall continue as outlined herein even while Dr. Bobker is on vacation or on a leave of absence in the continental United States. Dr. Bobker shall be responsible for making arrangements to ensure that the testing is carried out with the frequency and standards outlined in this Consent Agreement.

iv. Reporting Test Results. It is Dr. Bobker's responsibility to ensure that all test results are reported promptly to the Board.

(a). Immediate Report of Positive Test Results. Any test result evidencing any level of a Prohibited Substance, whether by urine or other sample, shall be reported to the Board by telephone and in writing within 24 hours or as soon thereafter as possible.

(b). Reporting Negative Test Results. Written reports of all tests shall be sent to the Board monthly, together with an explanation of the dates and times samples were provided and tests made, the type(s) of tests made, and the substances tested for (together with detectable levels tested for), and the test results. Dr. Bobker shall ensure that all reports are made to the Board in a timely fashion.

(c). Confidentiality Waived. With regard to the Board and its agents and any process to be pursued by the Board, Dr. Bobker hereby waives all claims of confidentiality and privilege with respect to all tests taken and test results pursuant to this Consent Agreement. Dr. Bobker shall execute any and all releases in order for the Board to obtain access to and copies of all urine test results.

v. Rebuttable Presumption Raised by Positive Test. It is agreed and understood that a test evidencing the presence of any Prohibited Substance, when confirmed, shall raise a rebuttable presumption that such substance was in fact used by Dr. Bobker. Such a positive test result shall alone be sufficient to prove the use of the Prohibited Substance by Dr. Bobker. Dr. Bobker further agrees that the result of the test may be admitted into evidence in any proceeding regarding his Maine medical license, whether before the Board or before a Court of competent jurisdiction. The confirmatory test shall be performed immediately upon any initial positive test result and it may also be admitted into evidence in any proceeding regarding Dr. Bobker's Maine license

vi. Immediate, Indefinite, Automatic Suspension for Positive Test. If any urine or blood test is positive (i.e., in any manner evidences any use of any Prohibited Substance), then the result shall be the immediate, indefinite, automatic suspension of Dr. Bobker's Maine medical license, which shall continue until the Board holds a hearing on the matter, unless the Board, or the Board Secretary and the Department of Attorney General, earlier determine that the report is without merit. The suspension shall begin the moment Dr. Bobker first learns of a positive test or report of a positive test to the Board, whether from the Supervising Physician or his designee, from the Board or from any other source in writing, orally or by any other means. This shall include non-confirmed, positive tests.

vii. Board Hearing to Determine if Dr. Bobker Used Any Prohibited Substance. After receiving a positive report evidencing use by Dr. Bobker of any Prohibited Substance, the Board shall investigate the situation, including demanding a response from Dr. Bobker. The Board will hold a hearing within 60 days of the automatic suspension or as soon thereafter as practicable (unless both Dr. Bobker and the Board agree to hold the hearing later) and it shall be held pursuant to the Maine Administrative Procedure Act.

viii. Failure to Maintain Sampling Schedule or Failure to Appear or to Provide Sample. Failure by Dr. Bobker: to maintain the sampling schedule; to appear when demanded to provide a sample; or to provide samples upon being demanded to do so shall be dealt with as follows:

(a). Report. If Dr. Bobker fails to appear to provide a sample, fails to maintain the sampling/testing schedule, or fails to provide a urine sample, then the Supervising Physician and Dr. Bobker must telephone the Board as soon as possible and send to the Board a written report of such failure within 48 hours.

(b). Second Opportunity to Provide Urine Sample. If Dr. Bobker appears when scheduled or ordered, but fails to provide an adequate sample, then with regard to urine, after accurate notation of any and all substances consumed (no substance shall be

consumed which might affect the accuracy of the tests to be performed), a second opportunity to provide a urine sample shall be given after a reasonable time. A repeat failure or any refusal shall result in an immediate, indefinite suspension of medical licensure. The suspension shall begin the moment of the occurrence.

(c). Suspension. An immediate, indefinite suspension of licensure shall result from any failure by Dr. Bobker to comply with the mandated schedule of samples, failing to appear to provide a sample, or failing to provide a urine sample after given a second opportunity. The suspension shall begin the moment Dr. Bobker actually learns a report has been made or sent to the Board.

(d). Meeting with Board. Both Dr. Bobker and the Supervising Physician shall, at the discretion of the Board, be required to appear before the Board regarding this situation at its next regularly scheduled Board meeting, unless the next meeting is to be held within 15 days of the suspension, in which case they may be scheduled to appear at the subsequent regularly scheduled Board meeting.

(e). Board Action. The Board may order Dr. Bobker's Maine medical license reinstated or, if appropriate, may continue the suspension and may set the matter for hearing. The Board shall attempt to hold a hearing within 60 days of the automatic suspension, or as soon thereafter as practicable, at which time it may take such action as it deems appropriate, including without limitation, reinstatement, fines, probation, suspension, non-renewal and revocation.

ix. Amendment of Testing Provisions. Upon written application by Dr. Bobker to the Board, the Board may amend the above agreed conditions for testing as long as such changes are otherwise consistent with the schedule set forth in this Consent Agreement. Amendment from the conditions shall be in the sole discretion of the Board and shall be based upon such information as the Board deems pertinent. A decision may be made by the Board, in its sole discretion, with or without providing a hearing. Any decision by the Board to amend the testing provisions is not appealable. The Board can propose Amendment(s), which may or may not be agreed to by Dr. Bobker.

x. Increasing Testing. For good cause shown (i.e., questionable reports or problems with providing samples), the Board can, in its sole discretion, without hearing, unilaterally increase the frequency of testing to the highest levels contemplated by this Consent Agreement, and may also add an additional four random tests per month. Any decision made by the Board pursuant to this paragraph does not require a hearing and is not appealable.

e. PROFESSIONAL MANAGEMENT.

i. Substance Abuse Treatment. Within thirty (30) days following the execution of this Consent Agreement, Dr. Bobker shall submit for Board approval the name of a licensed individual or agency in the treatment of substance abuse with whom Dr. Bobker shall consult and counsel for the purpose of working on all issues pertaining to his substance abuse

issues, including Dr. Bobker's compliance with this Consent Agreement, which consultations shall be at least twice monthly following the execution of this Consent Agreement.

ii. Mental Health Treatment. Within thirty (30) days following the execution of this Consent Agreement, Dr. Bobker shall submit for Board approval the name of a licensed individual or agency in the treatment of mental health issues with whom Dr. Bobker shall consult and counsel for the purpose of working on all issues pertaining to his mental health issues. Dr. Bobker agrees to participate in psychotherapy with a Board approved therapist in order to address mental health issues. Therapy should include consideration of all recognized therapeutic modalities involved in the treatment of insomnia and anxiety, including but not limited to cognitive behavioral therapy (CBT). The Board in its discretion may approve the same individual approved by the Board to provide Dr. Bobker with substance abuse treatment to provide him with mental health treatment pursuant to this paragraph. The therapy sessions shall occur at least monthly and continue until the therapist notifies the Board that treatment is no longer necessary or useful. The Board, in its sole discretion, will determine whether cessation of therapy is appropriate. The Board shall retain the sole discretion, without hearing, to grant or deny such application. Dr. Bobker acknowledges that any decision by the Board concerning this issue is not appealable.

iii. Prior Evaluation and Treatment Records. The Board and Dr. Bobker agree that the Board shall transmit/disclose all records received by it concerning Dr. Bobker to the approved treatment provider(s).

iv. Communication of Treatment Providers. The Board and Dr. Bobker agree that all treatment providers involved in his care shall have full communication allowed among themselves, and, when requested, with the Board or its agent(s).

v. Amendment of Aftercare Treatment Requirements. After two years of successful compliance with the terms and conditions of this Consent Agreement, Dr. Bobker may file a written application with the Board to amend the schedule of his substance abuse and/or mental health treatment. The Board shall retain the sole discretion, without hearing, to grant or deny such application. Dr. Bobker acknowledges that any decision by the Board concerning this issue is not appealable.

vi. Change of Treatment Provider(s). If Dr. Bobker desires to change his treatment provider(s), then he shall make written application to the Board, including among other things a letter regarding his reasons for requesting such change(s) and separate letters from the current treatment provider(s) and the proposed new treatment provider(s) relative to their understanding of the reasons for this request and, to the extent applicable, any concerns they may have. The Board shall retain the sole discretion to grant or deny such application without hearing. Dr. Bobker acknowledges that any decision by the Board concerning this issue is not appealable. If the request is denied, nothing precludes Dr. Bobker from proposing another treatment provider for approval. In requesting a change of treatment provider, Dr. Bobker understands that the Board may inquire into any issues it deems pertinent with any person, including, without limitation, the current treatment provider(s).

vii. Reports from Treatment Providers. Commencing one month following the execution of this Consent Agreement, and continuing for one (1) year thereafter, within a month after every session, Dr. Bobker shall ensure that the Board-approved treatment provider(s) submit(s) to the Board a written report regarding: Dr. Bobker's compliance with his schedule of meetings; Dr. Bobker's ability to continue practicing medicine; and the prognosis of Dr. Bobker's continued recovery. Following one (1) year, Dr. Bobker shall ensure that his treatment provider(s) submit(s) such reports to the Board quarterly.

viii. Board Investigation. At any time the Board may deem appropriate, the Board or its agent may contact Dr. Bobker and/or the Board-approved treatment providers to obtain further information relative to Dr. Bobker. In addition, if the Board deems it appropriate, it may directly contact the treatment providers regarding any issues concerning Dr. Bobker's treatment. In complying with this requirement, Dr. Bobker shall execute any and all releases necessary to enable the Board and/or the Attorney General to communicate directly with his treatment provider(s) and to obtain copies of any and all notes, records, and documentation concerning his treatment.

f. PROFESSIONAL OVERSIGHT.

i. Work Hours. Upon return to the active practice of medicine, Dr. Bobker agrees to work no more than twenty (20) hours per week (daytime hours only). Dr. Bobker agrees to permit the Board or its agent(s) complete access to his medical practice to ensure his compliance with this provision. Dr. Bobker may file an written application with the Board to increase the number of hours he may work per week. The Board shall retain the sole discretion to grant or deny such a request without hearing. Dr. Bobker acknowledges that any decision by the Board concerning this issue is not appealable.

ii. Physician Monitor. Within thirty (30) days following the time that Dr. Bobker returns to the active practice of medicine, Dr. Bobker shall submit for Board approval the name of a licensed Maine physician who shall monitor his medical practice pursuant to a written plan of supervision approved by the Board. In complying with this provision of the Consent Agreement, Dr. Bobker shall notify the Board, his Supervising Physician, and his Treatment Provider(s) immediately upon his return to the active practice of medicine. Dr. Bobker shall submit a written plan of supervision to the Board for approval prior to his return to the active practice of medicine. The plan must include direct contact with and observation of Dr. Bobker within his medical practice at least once a week. The monitoring physician shall inform the Board if Dr. Bobker demonstrates any issues with regard to isolation, inappropriate boundaries or decision-making, ability to concentrate or any other concerns. The monitoring physician shall report such information by telephone and in writing within 24 hours or as soon thereafter as possible. Dr. Bobker understands that the monitoring physician will be an agent of the Board pursuant to Title 24 M.R.S. § 2511. Dr. Bobker shall permit the monitoring physician full access to his medical practice, including but not limited to all patient information.

iii. Board Access to Medical Practice. Dr. Bobker shall permit the Board or its agent(s) complete access to his office based medical practice, including but not limited to all patient records, employee records, office records, and office equipment. In addition, Dr. Bobker shall permit the Board or its agent(s) to conduct random and/or announced inspections of his office based medical practice. Dr. Bobker shall bear the cost of any such inspection(s) by the Board or its agent(s).

g. SELF-HELP GROUP MEETINGS.

i. Attendance at AA and NA. Dr. Bobker agrees to attend Alcoholics Anonymous ("AA") and/or Narcotic Anonymous ("NA") a minimum of twice per week through one year from the effective date of this agreement and at least once each month through four years thereafter.

ii. Impaired Physicians Self-Help Group. Dr. Bobker agrees that he shall attend self-help group meetings of an impaired medical professional group (*i.e.* Caduceus), on a regular basis for the term of this agreement. Meetings of the impaired professional self-help groups may be substituted on a one-for-one basis with meetings of AA or NA.

iii. Reports of Attendance. Dr. Bobker shall submit a signed, written quarterly report of his attendance at AA, NA or impaired professional self-help group meetings to the Board beginning three months after the execution of this Consent Agreement. In complying with this provision, Dr. Bobker agrees to maintain an attendance log his meetings, and to have the Chairperson of the group meeting verify the attendance log. Any instances of failure to attend the required numbers of meetings shall be noted, together with specific explanation detailing reasons.

iv. Failure to Meet This Requirement. It is the parties' understanding that, periodically, reasonable explanations may exist for occasionally missing a meeting; however, unexcused continuous or repeated failures to comply with the requirements of this section of the Consent Agreement shall constitute a violation of the Consent Agreement which, after hearing before the Board, can result in licensure discipline, including without limitation a fine, suspension, non-renewal, probation or revocation of Dr. Bobker's conditional Maine medical license.

h. MAINTENANCE OF OBLIGATIONS WHEN AWAY FROM MAINE OR HOME.

i. General. Dr. Bobker agrees to maintain his obligations regarding substance monitoring and self-help group meetings at all times, including times when he is away from home but within the continental limits of the United States. Dr. Bobker will notify the Director of the Physician's Health Program sufficiently in advance of travel to make whatever arrangements the Director deems appropriate for monitoring before he leaves. It shall be Dr. Bobker's obligation to ensure that arrangements are made consistent with this Consent Agreement in such other location(s) to ensure the continuation and satisfaction of his obligations

under this Consent Agreement. Any such occurrences shall be noted in writing sent to the Board by Dr. Bobker explaining the arrangements made and how the arrangements were carried out.

ii. Failure to Comply. Any failure by Dr. Bobker to meet the conditions of the Consent Agreement outside of Maine shall constitute a violation of this Consent Agreement, and may result in the immediate suspension by the Board of Dr. Bobker's Maine medical license pending hearing, and, following hearing, other sanctions as permitted by law including but not limited to suspension, modification, or revocation of licensure.

i. INVOLVEMENT IN THE MAINE COMMITTEE ON PHYSICIANS' HEALTH.

Dr. Bobker shall enter into a contract with the Maine Committee on Physicians' Health and fully participate in that program as long as this Consent Agreement remains in force.

j. MAINTAINENCE OF LICENSE.

Dr. Bobker shall be required to maintain his Maine license to practice medicine for as long as this Consent Agreement is in effect. In the event that Dr. Bobker applies for licensure in other jurisdictions during the term of this Consent Agreement, Dr. Bobker shall notify said jurisdiction of the existence of this Consent Agreement.

k. WAIVER OF CONFIDENTIALITY AND RELEASE OF RECORDS.

Dr. Bobker agrees and understands that the Board and the Department of Attorney General shall have complete access to his present and future personal medical and counseling records regarding chemical dependency and mental health issues and to all otherwise confidential data pertaining to treatment or monitoring of Dr. Bobker for substance abuse and mental health issues.

9. SANCTION FOR VIOLATION OF LICENSE CONDITIONS.

a. Automatic Suspension. Any reliable oral or written report to the Board of violation(s) of the conditions of licensure as described above shall result in the immediate, indefinite and automatic suspension of Dr. Bobker's Maine medical license. The automatic suspension of Dr. Bobker's Maine medical license shall become effective at the time that he receives actual notice from the Board that a report of violation(s) has been made. Actual notice can be provided by telephone, in person, in writing, by another means or any combination of the above-referenced means. The indefinite, automatic suspension shall continue until the Board holds a hearing on the matter, unless the Board earlier determines that the report is without merit or decides that no further sanction is warranted.

b. Continued Suspension; Other Sanctions. Dr. Bobker's indefinite automatic suspension shall continue for such time until the Board holds a hearing and reaches a decision. The Board will hold a hearing within 60 days of the automatic suspension or as soon

thereafter as practicable (unless both Dr. Bobker and the Board agree to hold the hearing later) and shall be held pursuant to the Maine Administrative Procedure Act. The Board may impose such other discipline, including without limitation, fines, further suspension, probation, non-renewal or revocation of licensure, as the Board after hearing deems appropriate.

c. General Acknowledgment. Dr. Bobker acknowledges that, pursuant to Title 10 M.R.S. § 8003(5)(B), his failure to comply with any of the terms or conditions of this Consent Agreement shall constitute grounds for additional disciplinary action against his Maine medical license, including but not limited to an order, after hearing, modifying, suspending, or revoking his license.

10. DESIGNATED COPY OF CONSENT AGREEMENT.

Dr. Bobker shall have his supervising physician, monitoring physician and all treatment providers read, date, and sign a copy of the Consent Agreement (the "Designated Copy"). Dr. Bobker shall retain a copy of the Consent Agreement signed by all of the aforementioned individuals at his office and shall produce it upon request of the Board or its agent(s). A copy of the signature page shall be made and sent to the Board. Dr. Bobker agrees that if new individuals assume the roles set forth in this Consent Agreement during the existence of this Consent Agreement, such individuals shall also read, date and sign the Consent Agreement.

11. BOARD'S JURISDICTION.

Dr. Bobker acknowledges that the Board has jurisdiction over his license. Dr. Bobker understands that, at the time the Board is agreeing to issue him this Conditional, Modified License, the Board has the statutory jurisdiction to revoke licenses. Pursuant to 10 M.R.S. § 8003(5)B, in consideration for the Board's issuing Dr. Bobker his Maine medical license pursuant to this Consent Agreement, he agrees that, regarding any alleged violation of this Consent Agreement, the Board is granted jurisdiction to revoke his license or take such other disciplinary action as is available to the Courts, following an adjudicatory hearing conducted in accordance with the Maine Administrative Procedure Act. Such revocation by the Board shall be deemed final agency action appealable only to the Superior Court pursuant to 5 M.R.S. § 11001, and *not* be reviewable de novo in the District Court pursuant to 10 M.R.S. § 8003(5)F.

12. MISCELLANEOUS PROVISIONS.

a. Notice. Unless otherwise specified in this Consent Agreement, written notice shall be deemed served upon mailing by first class mail, postage prepaid.

- (i). Notice to the Board:
State of Maine Board of Licensure in Medicine
Attention: Board Investigator
137 State House Station
Augusta, Maine 04333-0137
Telephone: (207) 287-3601

(ii). Notice to the Licensee:
Daniel Bobker
5 Spruce Lane
Topsham, ME 04086

b. Address Change. If Dr. Bobker changes jobs, moves his residence or practice, changes telephone numbers at work or at home, or secures privileges at a hospital, he shall provide notice to the Board.

c. Costs. All costs incurred in performance of the Modifications and Conditions of this Consent Agreement shall be borne by Dr. Bobker. If a violation of this Consent Agreement is proven to have occurred, regardless of the sanctions imposed, the Board may require Dr. Bobker to reimburse the Board for all costs and attorney's fees incurred in proving such violation.

d. Hearings. Unless otherwise specified, hearings shall be held consistent with the Maine Administrative Procedure Act.

e. Severance. If any clause of this Consent Agreement is deemed illegal or invalid, then that clause shall be deemed severed from this Consent Agreement.

13. DURATION OF CONSENT AGREEMENT. Dr. Bobker understands and agrees that the duration of this Consent Agreement is indefinite. The modifications and conditions imposed by this Consent Agreement shall remain in effect until amended or rescinded in writing by the parties hereto. After the successful completion of five (5) years under the Consent Agreement, Dr. Bobker may petition the Board to terminate the Consent Agreement. The Board shall have the sole discretion to: (a) deny Dr. Bobker's petition; (b) grant Dr. Bobker's petition; and/or (c) grant Dr. Bobker's petition in part as it deems appropriate to ensure the protection of the public. Any decision by the Board as a result of Dr. Bobker's request to terminate this Consent Agreement need not be made pursuant to a hearing and is not appealable to any court.

14. AMENDMENT OF CONSENT AGREEMENT.

Dr. Bobker waives his right to a hearing before the Board or any court regarding all findings, terms and conditions of this Consent Agreement. Dr. Bobker agrees that this Consent Agreement is a final order resolving all outstanding matters, including complaint CR07-197. This Consent Agreement is not appealable and is effective until modified or rescinded by the parties hereto. This Consent Agreement cannot be amended orally. It can only be amended by a writing signed by the parties hereto and approved by the Office of Attorney General. Requests for amendments to this Consent Agreement by Dr. Bobker shall be made in writing and submitted to the Board. Dr. Bobker may, at reasonable intervals, petition the Board for amendment of the terms and conditions of this Consent Agreement. Upon making such a petition, Dr. Bobker shall bear the burden of demonstrating that the Board should amend the

Consent Agreement. The Board shall have the sole discretion to: (a) deny Dr. Bobker's petition; (b) grant Dr. Bobker's petition; and/or (c) grant Dr. Bobker's petition in part as it deems appropriate to ensure the protection of the public. Any decision by the Board as a result of Dr. Bobker's request to modify this Consent Agreement need not be made pursuant to a hearing and is not appealable to any court.

15. COMMUNICATIONS. The Board and the Attorney General may communicate and cooperate regarding Dr. Bobker's practice or any other matter relating to this Consent Agreement.

16. PUBLIC RECORD. This Consent Agreement is a public record within the meaning of 1 M.R.S.A. § 402 and will be available for inspection and copying by the public pursuant to 1 M.R.S. § 408.

17. ADVICE OF COUNSEL. The Licensee has been represented by an attorney, Mark G. Lavoie, Esq., who has participated in the negotiation of this Consent Agreement on his behalf.

18. WAIVER OF RIGHT TO APPEAL CONSENT AGREEMENT.

Dr. Bobker waives his right to a hearing before the Board or any court regarding all facts, terms and conditions of this Consent Agreement. Dr. Bobker agrees that this Consent Agreement is a final order resolving all matters pending before the Board, including complaint CR07-197. This Consent Agreement is not appealable and is effective until modified or rescinded by the parties hereto. Nothing in this paragraph shall be deemed a waiver of Dr. Bobker's rights under rule, statute or the Maine or United States Constitutions, to appeal a decision or action later taken by the Board except as Dr. Bobker may have agreed herein, such as with discretionary decisions by the Board and which may occur with or without a hearing, and the increased jurisdiction of the Board to revoke his license for violation of this Consent Agreement. Dr. Bobker agrees that this Consent Agreement resolves his pending complaint, and understands that no further legal action will be initiated against him by the Board based upon the facts described herein, except that in the event that he does not fully comply with the terms and conditions of this Consent Agreement, that Board may initiate whatever action it deems necessary. In addition, Dr. Bobker agrees and understands that the Board may consider the conduct and facts described herein as evidence of a pattern of misconduct in the event that future allegations are brought against him, and that the Board may consider this Consent Agreement in determining appropriate future discipline should any future allegations be proven against him.

I, DANIEL BOBKER, M.D., HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT AND AGREE WITH ITS CONTENTS AND TERMS. I FURTHER UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I WAIVE CERTAIN RIGHTS, INCLUDING THE RIGHT TO A HEARING BEFORE THE BOARD. I SIGN THIS CONSENT AGREEMENT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS CONSENT AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN OR OTHERWISE.

DATED: 1/9/08



DANIEL BOBKER, M.D.

STATE OF Maine

Cumberland County, S.S.


Personally appeared before me the above-named Daniel Bobker, M.D., and swore to the truth of the foregoing based upon her own personal knowledge, or upon information and belief, and so far as upon information and belief, she believes it to be true.

DATED: 01-09-08


NOTARY PUBLIC/ATTORNEY
MY COMMISSION ENDS: 07-29-09

MEGAN C. PERRY
NOTARY PUBLIC, STATE OF MAINE
MY COMMISSION EXPIRES JULY 29, 2009

DATED: 1/10/08


MARK G. LAVOIE, ESQ.
Attorney for Daniel Bobker, M.D.

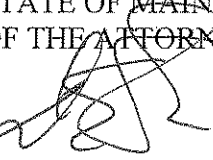
STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

DATED: 1/21/08


SHRIDAN R. OLDHAM, M.D., Chairman

STATE OF MAINE DEPARTMENT
OF THE ATTORNEY GENERAL

DATED: 1/23/08


DENNIS E. SMITH
Assistant Attorney General

Effective Date:



JOHN ELIAS BALDACCI
GOVERNOR

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE
137 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0137

June 13, 2007

EDWARD DAVID, M.D.J.D.
CHAIRMAN

RANDAL C. MANNING
EXECUTIVE DIRECTOR

**FIRST CLASS AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Daniel Bobker, M.D. (7006 0810 0002 6819 7254)
10 Minot Ave
Auburn, ME 04210

Daniel Bobker, M.D. (7006 0810 0002 6819 7261)
5 Spruce Lane
Topsham, ME 04086

RE: NOTICE OF IMMEDIATE SUSPENSION OF LICENSE

Dear Dr. Bobker:

During its meeting on June 12, 2007, the Maine Board of Licensure in Medicine reviewed a report from Dr. David J. Simmons, M.D. of the Maine Medical Association Physician's Health Program, which indicated that you have been abusing benzodiazepines and sedatives and that your judgment and cognitive functioning is impaired. Dr. Simmons further reported that you left Williamsburg Place against medical advice on June 11, 2007, while in the detoxification unit.

Based upon this evidence, the Board voted to suspend your license to practice medicine effective immediately pursuant to 5 M.R.S.A. § 10004 (3) because of the immediate jeopardy your continued practice of medicine poses to the health and physical safety of the public. Your license is suspended for thirty (30) days pending an adjudicatory hearing before the Board on July 10, 2007, at the Board offices at 161 Capitol Street, Augusta, Maine. A notice of hearing for that adjudicatory hearing will be sent to you forthwith.

You must forward your medical license to the Board office immediately. Failure to do so constitutes grounds for further discipline of your license.

If you have any questions, please contact me at 287-3605.

Sincerely,


Randal C. Manning
Executive Director

RCM/msl
CR 07-197
cc: Dennis Smith, Assistant Attorney General