

STATE OF MAINE  
BOARD OF LICENSURE IN MEDICINE

<u>In re:</u>	)	THIRD AMENDMENT TO
Patrick S. Carson, P.A.-C	)	CONSENT AGREEMENT
Complaint No. CR11-509	)	
	)	

This document is a Third Amendment to a Consent Agreement for Conditional Licensure effective June 12, 2012, regarding a disciplinary action against and conditions imposed upon the license to practice as a physician assistant in the State of Maine held by Patrick S. Carson, P.A.-C. The parties to this Third Amendment of that Consent Agreement are: Patrick S. Carson, P.A.-C ("Mr. Carson"), 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 Consent Agreement is entered into pursuant to 32 M.R.S. § 3282-A and 10 M.R.S. § 8003(5).

**BACKGROUND**

1. On June 12, 2012, the parties entered into a Consent Agreement regarding a disciplinary action and conditions imposed upon the license to practice medicine in the State of Maine held by Patrick S. Carson, P.A.-C

2. In the Consent Agreement, Mr. Carson agreed to the following:

a. Paragraph 10(b)(3)(c):

Frequency of Urine Testing. It is Mr. Carson'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 Mr. Carson 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 Mr. Carson's Maine medical license, unless proof of genuine emergent medical circumstances (for Mr. Carson or a patient) exist which warrant less serious disciplinary actions being taken by the Board. For the indefinite period following the execution of this Consent Agreement, Mr. Carson shall provide urine samples for testing for the presence of Prohibited Substances at least once a week.

b. Paragraph 10(b)(4)(a):

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

3. On April 23, 2013, the parties entered into a First Amendment to the Consent Agreement.
4. On January 14, 2014, the parties entered into a Second Amendment to the Consent Agreement.
5. On December 9, 2014, the Board reviewed a written request from Mr. Carson to further amend the Consent Agreement by: (a) decreasing the frequency of his urine testing to twice per month; and (b) decreasing the frequency of his substance abuse therapy sessions to

once per month. Mr. Carson's request to amend the Consent Agreement was supported by his substance abuse counselor, the Chairman of the Department of Emergency Medicine where Mr. Carson is employed as a physician assistant, and the Medical Professionals Health Program. Following its review, the Board voted to grant Mr. Carson's request to amend the Consent Agreement.

### **THIRD AMENDMENT**

6. Mr. Carson, the Board, and the Office of Attorney General hereby agree to amend the Consent Agreement dated June 12, 2012, by modifying paragraphs 10(b)(3)(c) and 10(b)(4)(a) to read as follows:

a. Paragraph 10(b)(3)(c):

Frequency of Urine Testing. It is Mr. Carson'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 Mr. Carson 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 Mr. Carson's Maine medical license, unless proof of genuine emergent medical circumstances (for Mr. Carson or a patient) exist which warrant less serious disciplinary actions being taken by the Board. For the indefinite period following the execution of this Third Amendment to the Consent Agreement, Mr. Carson shall provide urine samples for testing for the presence of Prohibited Substances at least twice per calendar month.

c. Paragraph 10(b)(4)(a):

Substance Abuse Treatment. Within thirty (30) days following the execution of this Consent Agreement, Mr. Carson shall submit for Board approval the name of a

licensed individual or agency in the treatment of substance abuse with whom Mr. Carson shall consult and counsel for the purpose of working on all issues pertaining to his substance abuse issues, including Mr. Carson's compliance with this Consent Agreement, which consultations shall be at least once every calendar month following the execution of this Third Amendment to the Consent Agreement.

7. Mr. Carson acknowledges by his signature hereto that all other terms and conditions of the Consent Agreement effective June 12, 2012, remain in full force and effect.

8. Mr. Carson acknowledges by his signature hereto that he has read this Third Amendment to 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, PATRICK S. CARSON, P.A.-C, HAVE READ AND UNDERSTAND THE FOREGOING THIRD AMENDMENT TO 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 THIRD AMENDMENT. KNOWING THIS, I SIGN IT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS THIRD AMENDMENT, TOGETHER WITH THE 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: 12/18/14



PATRICK S. CARSON, P.A.-C

FREDERICA JACKSON  
Notary Public, Maine  
My Commission Expires May 1, 2015

STATE OF MAINE

\_\_\_\_\_, SS.

Before me this 18<sup>th</sup> day of December, 2013,<sup>4</sup>  
personally appeared Patrick S. Carson, P.A.-C, who after first being duly  
sworn, signed the foregoing Third Amendment to Consent Agreement in  
my presence or affirmed that the signature above is his own.

Notary Public/Attorney at Law  
My commission expires:

STATE OF MAINE  
BOARD OF LICENSURE IN  
MEDICINE

DATED:

1/13/15

MAROULLA S. GLEATON, M.D.,  
Chairman

STATE OF MAINE DEPARTMENT  
OF THE ATTORNEY GENERAL

DATED:

01/13/15

DENNIS E. SMITH  
Assistant Attorney General

Effective Date:

01/13/15

STATE OF MAINE  
BOARD OF LICENSURE IN MEDICINE

<u>In re:</u>	)	SECOND AMENDMENT TO
Patrick S. Carson, P.A.-C	)	CONSENT AGREEMENT
Complaint No. CR11-509	)	
	)	

This document is a Second Amendment to a Consent Agreement for Conditional Licensure effective June 12, 2012, regarding a disciplinary action against and conditions imposed upon the license to practice as a physician assistant in the State of Maine held by Patrick S. Carson, P.A.-C. The parties to this Second Amendment of that Consent Agreement are: Patrick S. Carson, P.A.-C (“Mr. Carson”), 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 Consent Agreement is entered into pursuant to 32 M.R.S. § 3282-A and 10 M.R.S. § 8003(5).

**BACKGROUND**

1. On June 12, 2012, the parties entered into a Consent Agreement regarding a disciplinary action and conditions imposed upon the license to practice medicine in the State of Maine held by Patrick S. Carson, P.A.-C
2. On April 23, 2013, the parties entered into a First Amendment to the Consent Agreement.
3. On or about November 25, 2013, the Board received a letter from Mr. Carson notifying it of his change in employment and resultant

changes regarding his health insurance coverage regarding his long-term maintenance medications. According to Mr. Carson, his new health insurance requires that he obtain all long-term maintenance medications from a pharmacy in Bangor, Maine. As a result, Mr. Carson requested that the Board allow him to obtain his long-term maintenance medications from one pharmacy and his immediate prescription medications from a second pharmacy closer to his home and work.

4. On December 10, 2013, the Board reviewed this matter and voted to offer Mr. Carson this Second Amendment to his consent agreement.

#### **AMENDMENT**

5. Mr. Carson, the Board, and the Office of Attorney General hereby agree to amend the Consent Agreement dated June 12, 2012, by modifying paragraph 10(b)(2) to read as follows:

SINGLE MEDICAL PROVIDER.<sup>1</sup> Mr. Carson agrees and understands that, with the sole exception of medications permitted by the Board to be prescribed to him by his Board-approved treating medical provider, he shall only obtain prescription medication(s) from a single primary care treatment provider approved by the Board pursuant to paragraph 10(b)(4)(c) below. Mr. Carson agrees and understands that he will not make any unilateral changes to the medication regimen prescribed for him by his Board approved primary care physician. In addition, Mr. Carson agrees that any and all prescriptions for medications that are prescribed to him by his Board-approved primary care treatment provider shall only be obtained by him from two (2) pharmacies, each of which must be approved by the Board. Mr. Carson agrees and understands that the Board and the Department of Attorney General shall have an irrevocable right during the duration of this

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<sup>1</sup> The medical provider approved by the Board may be a physician, physician assistant or advanced nurse practitioner.

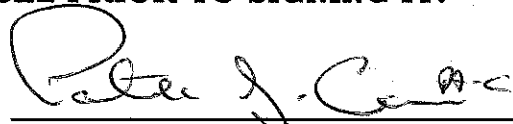
Consent Agreement to access any and all documents and records generated by any pharmacy in connection with Mr. Carson's compliance under this Consent Agreement. Mr. Carson waives any privileges concerning such information, reports, or records, and agrees to execute any and all releases necessary to permit the Board to access such information.

6. Mr. Carson acknowledges by his signature hereto that all other terms and conditions of the Consent Agreement effective June 12, 2012, as amended by the First Amendment effective April 23, 2013, remain in full force and effect.

7. Mr. Carson acknowledges by his signature hereto that he has read this Second Amendment to 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, PATRICK S. CARSON, P.A.-C, HAVE READ AND UNDERSTAND THE FOREGOING SECOND AMENDMENT TO 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 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 AMENDMENT WITH LEGAL COUNSEL PRIOR TO SIGNING IT.**

Dated: 1/9/2014

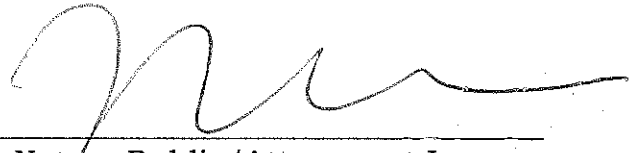
  
PATRICK S. CARSON, P.A.-C



STATE OF MAINE

  Cumberland  , SS. (County)

Before me this   9<sup>th</sup>   day of   January  , 2013/  14  ,  
personally appeared Patrick S. Carson, P.A.-C, who after first being duly  
sworn, signed the foregoing Second Amendment to Consent Agreement in  
my presence or affirmed that the signature above is his own.



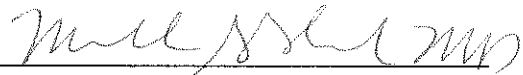
FREDERICA JACKSON  
Notary Public, Maine  
My Commission Expires May 1, 2015

Notary Public/Attorney at Law  
My commission expires:

STATE OF MAINE  
BOARD OF LICENSURE IN  
MEDICINE

DATED:

  1/14/14  



MAROULLA S. GLEATON, M.D.,  
Chairman

STATE OF MAINE DEPARTMENT  
OF THE ATTORNEY GENERAL

DATED:

  1/14/14  



DENNIS E. SMITH  
Assistant Attorney General

Effective Date:   1/14/14

STATE OF MAINE  
BOARD OF LICENSURE IN MEDICINE

<u>In re:</u>	)	FIRST AMENDMENT TO
Patrick S. Carson, P.A.-C	)	CONSENT AGREEMENT
Complaint No. CR11-509	)	
	)	

This document is a First Amendment to a Consent Agreement for Conditional Licensure effective June 12, 2012, regarding a disciplinary action against and conditions imposed upon the license to practice as a physician assistant in the State of Maine held by Patrick S. Carson, P.A.-C. The parties to this First Amendment of that Consent Agreement are: Patrick S. Carson, .P.A.-C (“Mr. Carson”), 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 Consent Agreement is entered into pursuant to 32 M.R.S. § 3282-A and 10 M.R.S. § 8003(5).

**BACKGROUND**

1. On June 12, 2012, the parties entered into a Consent Agreement regarding a disciplinary action and conditions imposed upon the license to practice medicine in the State of Maine held by Patrick S. Carson, P.A.-C
2. In the Consent Agreement, Mr. Carson agreed to the following:
  - a. Paragraph 10(b)(4)(c):

Single Primary Care Medical Provider. Within thirty (30) days following the execution of this Consent Agreement, Mr. Carson shall submit for Board approval the name of a primary care medical provider who shall prescribe all necessary medications for Mr. Carson, and who shall coordinate Mr. Carson's treatment and pharmacological therapy with the Board-approved substance abuse and psychological providers. Such physician shall be knowledgeable of Mr. Carson's medical history, including his substance abuse history. The Board shall retain the sole discretion, without hearing, to grant or deny approval of the primary care medical provider proposed by Mr. Carson. Mr. Carson acknowledges that any decision by the Board concerning this issue is not appealable.

b. Paragraph 10(b)(4)(h):

Reports from Treatment Providers. Mr. Carson shall ensure that on or before September 9<sup>th</sup>, December 9<sup>th</sup>, March 9<sup>th</sup> and June 9<sup>th</sup> of each year following the execution of this Consent Agreement the Board-approved treatment provider(s) submit(s) to the Board a written report regarding: Mr. Carson's compliance with his schedule of meetings; Mr. Carson's ability to continue practicing medicine; and the prognosis of Mr. Carson's continued recovery. In addition, the treatment providers shall immediately notify the Board in writing whenever: (1) in his/her professional judgment, Mr. Carson poses a potential danger to the health, safety and welfare of patients; or (2) Mr. Carson terminates treatment or is non-compliant with the treatment plan. Mr. Carson hereby waives any privileges concerning such information, reports, records and disclosures to the Board.

3. On March 7, 2013, Mr. Carson met with Board staff to clarify the terms and conditions of his consent agreement. In particular, Mr. Carson wanted to know how frequently the Board wanted him to meet with his primary care provider. In addition, Board staff contacted Mr. Carson's counselor, who requested that her reports to the Board occur at the same time as her reports to the Maine Medical Professionals

Health Program (MPHP).

4. On April 9, 2013, the Board reviewed this matter and voted to offer Mr. Carson this amendment to his consent agreement in order to clarify his obligations under the consent agreement and simplify his counselor's reporting requirements.

**AMENDMENT**

5. Mr. Carson, the Board, and the Office of Attorney General hereby agree to amend the Consent Agreement dated June 12, 2012, by modifying paragraphs 10(b)(4)(c) and 10(b)(4)(h) to read as follows:

a. Paragraph 10(b)(4)(c): Single Primary Care Medical Provider. Within thirty (30) days following the execution of this Consent Agreement, Mr. Carson shall submit for Board approval the name of a primary care medical provider who shall prescribe all necessary medications for Mr. Carson, and who shall coordinate Mr. Carson's treatment and pharmacological therapy with the Board-approved substance abuse and psychological providers. Such physician shall be knowledgeable of Mr. Carson's medical history, including his substance abuse history. The Board shall retain the sole discretion, without hearing, to grant or deny approval of the primary care medical provider proposed by Mr. Carson. Mr. Carson acknowledges that any decision by the Board concerning this issue is not appealable. Mr. Carson shall meet with his Board-approved primary care medical provider at least once every six months following the execution of this amendment to the consent agreement.

b. Paragraph 10(b)(4)(h): Reports from Treatment Providers.

(i) Mr. Carson shall ensure that on or before July 30<sup>th</sup>, October 30<sup>th</sup>, January 30<sup>th</sup>, and April 30<sup>th</sup> of each year following the execution of this amendment to the Consent Agreement the Board-approved treatment provider(s) submit(s) to the Board a written report regarding: Mr.

Carson's compliance with his schedule of meetings; Mr. Carson's ability to continue practicing medicine; and the prognosis of Mr. Carson's continued recovery. In addition, the treatment providers shall immediately notify the Board in writing whenever: (1) in his/her professional judgment, Mr. Carson poses a potential danger to the health, safety and welfare of patients; or (2) Mr. Carson terminates treatment or is non-compliant with the treatment plan. Mr. Carson hereby waives any privileges concerning such information, reports, records and disclosures to the Board.

- (ii) Mr. Carson shall ensure that on or before July 30<sup>th</sup> and January 30<sup>th</sup> of each year following the execution of this amendment to the Consent Agreement the Board-approved primary care treatment provider submits to the Board a written report regarding Mr. Carson's current medical care, treatment and prognosis. In addition, the primary care treatment provider shall immediately notify the Board in writing whenever: (1) in his/her professional judgment, Mr. Carson poses a potential danger to the health, safety and welfare of patients; or (2) Mr. Carson terminates treatment or is non-compliant with the treatment plan. Mr. Carson hereby waives any privileges concerning such information, reports, records and disclosures to the Board.

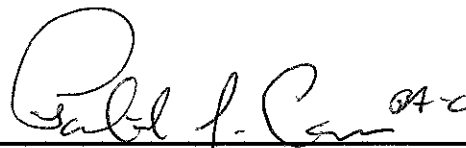
6. Mr. Carson acknowledges by his signature hereto that all other terms and conditions of the Consent Agreement effective June 12, 2012, remain in full force and effect.

7. Mr. Carson acknowledges by his signature hereto that he has read this First Amendment to 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, PATRICK S. CARSON, P.A.-C, HAVE READ AND UNDERSTAND THE FOREGOING FIRST AMENDMENT TO 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 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 AMENDMENT WITH LEGAL COUNSEL PRIOR TO SIGNING IT.**

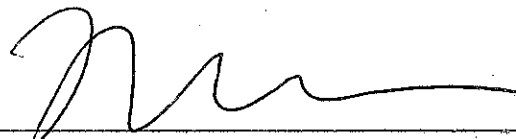
Dated: April 18 2013

  
PATRICK S. CARSON, P.A.-C

STATE OF MAINE

\_\_\_\_\_, SS.


Before me this 18<sup>th</sup> day of April, 2013,  
personally appeared Patrick S. Carson, P.A.-C, who after first being duly sworn, signed the foregoing First Amendment to Consent Agreement in my presence or affirmed that the signature above is his own.

  
\_\_\_\_\_  
Notary Public/Attorney at Law  
My commission expires:

FREDERICA JACKSON  
Notary Public, Maine  
My Commission Expires May 1, 2015


STATE OF MAINE  
BOARD OF LICENSURE IN  
MEDICINE

DATED: 4/23/13

  
\_\_\_\_\_  
GARY R. HATFIELD, M.D.,  
Chairman

STATE OF MAINE DEPARTMENT  
OF THE ATTORNEY GENERAL

DATED: 4/23/13

  
\_\_\_\_\_  
DENNIS E. SMITH  
Assistant Attorney General

Effective Date: 4/23/13

STATE OF MAINE  
BOARD OF LICENSURE IN MEDICINE

In re: )  
Patrick S. Carson, P.A.-C ) CONSENT AGREEMENT  
Complaint No. CR11-509 )

This document is a Consent Agreement for Conditional Licensure,<sup>1</sup> effective when signed by all parties, regarding disciplinary action against and modifications to and conditions imposed upon the license to practice as a physician assistant in the State of Maine issued to Patrick S. Carson, P.A.-C. The parties to the Consent Agreement are: Patrick S. Carson, P.A.-C (“Mr. Carson”), 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. Mr. Carson has held a license to practice as a physician assistant in the State of Maine since October 20, 1995.
2. On September 13, 2011, the Board reviewed information from the Maine Medical Professionals Health Program (MPHP) received August 25, 2011. According to the MPHP, Mr. Carson had a urine test positive for Ethyl Glucuronide, a metabolite of alcohol. Mr. Carson indicated to the MPHP that his ingestion of alcohol was accidental. As a result, the MPHP decided to increase the frequency of Mr. Carson’s urine testing. The Board took no further action on this information at that time.
3. On November 4, 2011, the Board received another letter from the MPHP notifying it that on October 14, 2011, Mr. Carson had a blood test positive for Phosphatidyl Ethanol, a metabolite of alcohol. In addition, the MPHP indicated that Mr. Carson had admitted to relapse and had used alcohol while on vacation. As a result, the MPHP increased the frequency of Mr. Carson’s testing, the frequency of his attendance at counseling, AA and Caduceus meetings. According to the MPHP, Mr. Carson posed no risk to the safety of patients and was in full remission.
4. On December 13, 2011, the Board reviewed the November 2011 letter from the MPHP and voted to initiate a complaint, pursuant to 32 M.R.S. § 3282-A, against Mr. Carson’s Maine physician assistant license. The Board docketed the complaint as CR11-509, and sent it to Mr. Carson for reply.
5. On or about February 28, 2012, the Board received a response from Mr.

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<sup>1</sup> Nothing in this Consent Agreement should be construed as a restriction on Mr. Carson’s ability to practice within the scope of his license. Mr. Carson retains the ability to practice at the full clinical practice level of his license.



Carson to complaint CR11-509. In his response, Mr. Carson admitted that he had relapsed to the use of alcohol in violation of his contract with the MPHP, and apologized to the Board. In addition, Mr. Carson indicated that he understood the Board's duty to protect the public, and that so long as he is in remission he does not pose a threat to the safety of the public. In addition to Mr. Carson's written response, the Board received positive letters from Mr. Carson's counselor, and Mr. Carson's supervising physician each of whom attested to his commitment to recovery and dedication to the medical profession.

6. On March 13, 2012, the Board reviewed complaint CR11-509. Following its review, the Board voted to schedule the complaint for an adjudicatory hearing. In addition, the Board authorized its legal counsel to negotiate a consent agreement to resolve complaint CR11-509 without hearing.

7. Absent Mr. Carson's acceptance of this Consent Agreement by signing and dating it in front of a notary and returning it to the Maine Board of Licensure in Medicine, 137 State House Station, Augusta, Maine 04333-0137 on or before June 11, 2012, the matter shall be scheduled for an adjudicatory hearing at a later date.

8. By signing this Consent Agreement, Mr. Carson 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. Mr. Carson 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

9. Mr. Carson admits, based upon the evidence in possession of the Board that with regard to complaint CR11-509, the Board has sufficient evidence from which it could reasonably find that Mr. Carson engaged in unprofessional conduct in violation of violated 32 M.R.S. § 3282-A(2)(F). Mr. Carson acknowledges that such conduct would constitute grounds for discipline of his Maine physician assistant license.

#### DISCIPLINE/CONDITIONS OF LICENSURE

10. In light of the admissions in paragraph 9 above, as well as Mr. Carson's acceptance of responsibility, his efforts to seek treatment and his commitment to refrain from the use of alcohol and to maintain a healthy and continuous recovery, the Board agrees to impose and Mr. Carson agrees to accept the following discipline:

a. Pay a FINE of Two Thousand Dollars and Zero Cents (\$2,000.00). However, payment of the fine is suspended so long as Mr. Carson complies with all of the terms and conditions of this Consent Agreement, including all of the reporting requirements. Mr. Carson agrees that, in the event that he fails to meet any of the reporting or other time requirements set out in this Consent Agreement (without having requested an extension prior to the due date and having that request granted by the Board or Board staff), the Board may, in its sole discretion,

summarily and without an adjudicatory hearing, "activate" any or all of the amount of the suspended fine. The Board shall notify Mr. Carson in writing of the activation of all or a portion of the suspended fine. Mr. Carson agrees and understands that he must pay the amount of the fine "activated" by the Board within 30 days of receiving notice that the fine was activated. Payment shall be by cashier's check or money order made out to "Treasurer, State of Maine." In addition, the parties agree and understand that the Board's decision not to "activate" all or a portion of the suspended fine for one instance of noncompliance with a reporting or other time requirement does not constitute a waiver of the Board's right to "activate" all or a portion of the fine regarding a subsequent instance of non-compliance. If Mr. Carson fails to pay an "activated" fine within the 30 days as provided by this section, the Board may "activate" all or a portion of the remaining portion of the "suspended" fine. Any decision by the Board pursuant to this section does not require an adjudicatory hearing and is non-appealable.

b. A **CONDITIONAL LICENSE** for five (5) years with the following conditions, which shall remain in place for five (5) years following the execution<sup>2</sup> of this Consent Agreement unless this Consent Agreement is first amended or rescinded in writing by agreement of all of the parties hereto:

(1). **ABSTINENCE.** Mr. Carson agrees that, following the execution of this Consent Agreement, he shall completely abstain from the use of any and all Prohibited Substances except drugs that are dispensed or prescribed by a single primary care physician pursuant to paragraph 10(b)(4)(c) of this Consent Agreement or drugs that are dispensed or prescribed under circumstances that constitute a genuine medical or surgical emergency. "Prohibited Substances" as used throughout this Consent Agreement shall mean all controlled substances (i.e. benzodiazepines; sedatives; hypnotics or similar drugs; opiates), alcohol, and all mood and/or consciousness or mind-altering substances, whether illicit or not.

(a). **Prescription Medication.** If any controlled drug is dispensed or prescribed for Mr. Carson for a personal medical condition, Mr. Carson 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. In the event that Mr. Carson's primary care physician prescribes a controlled drug medication for him that is to be taken on an ongoing basis, Mr. Carson shall submit a monthly written report to the Board that appraises the Board of the circumstances regarding the use of the prescribed controlled drug medication.

(b). **Future Use of Prohibited Substances Shall Result in Loss of Licensure.** Mr. Carson agrees and understands that any reliable evidence of his use at any time in the future, whether in Maine or elsewhere, of any Prohibited Substance 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 PERMANENT REVOCATION OF LICENSURE.**

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<sup>2</sup> For the purpose of this Consent Agreement the term "execution" means the date on which the final signature is affixed to this Consent Agreement.

(2). SINGLE MEDICAL PROVIDER.<sup>3</sup> Mr. Carson agrees and understands that, with the sole exception of medications permitted by the Board to be prescribed to him by his Board-approved treating medical provider, he shall only obtain prescription medication(s) from a single primary care treatment provider approved by the Board pursuant to paragraph 10(b)(4)(c) below. Mr. Carson agrees and understands that he will not make any unilateral changes to the medication regimen prescribed for him by his Board approved primary care physician. In addition, Mr. Carson agrees that any and all prescriptions for medications that are prescribed to him by his Board-approved primary care treatment provider shall be filled by him at a pharmacy approved by the Board. Mr. Carson agrees and understands that the Board and the Department of Attorney General shall have an irrevocable right during the duration of this Consent Agreement to access any and all documents and records generated by any pharmacy in connection with Mr. Carson's compliance under this Consent Agreement. Mr. Carson waives any privileges concerning such information, reports, or records, and agrees to execute any and all releases necessary to permit the Board to access such information.

(3). SUBSTANCE MONITORING.<sup>4</sup> Mr. Carson understands and agrees that, for the duration of this Consent Agreement, he will 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. Mr. Carson irrevocably agrees that the Board and the Maine Department of Attorney General will have full access to all test data and reports. Mr. Carson 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.

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

(b). 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 alcohol and opiates).

(c). Frequency of Urine Testing. It is Mr. Carson'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 Mr. Carson 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 Mr. Carson's Maine medical license, unless proof of genuine emergent medical circumstances (for Mr. Carson or a patient)

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<sup>3</sup> The medical provider approved by the Board may be a physician, physician assistant or advanced nurse practitioner.

<sup>4</sup> The substance abuse monitoring pursuant to this Consent Agreement may, at the approval of the Board, be performed by the Medical Professionals Health Program.

exist which warrant less serious disciplinary actions being taken by the Board. For the indefinite period following the execution of this Consent Agreement, Mr. Carson shall provide urine samples for testing for the presence of Prohibited Substances at least once a week.

(d). Reporting Test Results. It is Mr. Carson's responsibility to ensure that all test results are reported promptly to the Board.

(i). 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.

(ii). 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. Mr. Carson shall ensure that all reports are made to the Board in a timely fashion.

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

(e). Rebuttable Presumption Raised by Positive Test. It is agreed and understood that a test evidencing the presence of any Prohibited Substance, shall raise a rebuttable presumption that such substance was in fact used by Mr. Carson. Such a positive test result shall alone, including any test result showing the presence of ethyl glucuronide, ethyl sulfate, or phosphatidyl ethanol, be sufficient to prove the use of the Prohibited Substance by Mr. Carson. Mr. Carson further agrees that the result of the test may be admitted into evidence in any proceeding regarding his Maine physician assistant license, whether before the Board or before a Court of competent jurisdiction. Mr. Carson 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, Mr. Carson 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 Mr. Carson has a positive screen for morphine, opiates and/or alcohol, Mr. Carson 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.

(f). 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 – including a positive result for the presence of ethyl glucuronide, ethyl sulfate, or phosphatidyl ethanol, then the result shall be the immediate, indefinite, automatic suspension of Mr. Carson's Maine physician assistant's 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 become effective at the time that Mr. Carson 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.

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

(h). Failure to Maintain Sampling Schedule or Failure to Appear or to Provide Sample. Failure by Mr. Carson: 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:

(i). Report. If Mr. Carson 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 Mr. Carson must telephone the Board as soon as possible and send to the Board a written report of such failure within 48 hours.

(ii). Second Opportunity to Provide Urine Sample. If Mr. Carson 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.

(iii). Suspension. An immediate, indefinite suspension of licensure shall result from any failure by Mr. Carson 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 Mr. Carson actually learns a report has been made or sent to the Board.

(iv). Meeting with Board. Both Mr. Carson 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.

(v). Board Action. The Board may order Mr. Carson'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.

(i). Amendment of Testing Provisions. After one (1) year of successful compliance with the terms and conditions of this Consent Agreement, Mr. Carson may file a written application with the Board to amend the testing conditions. Upon written application by Mr. Carson to the Board, the Board may amend the above agreed conditions for testing. Amendment of the testing conditions shall be in the sole discretion of the Board and shall be based upon such information as the Board deems pertinent. A decision regarding the amendment of testing provisions may be made by the Board, in its sole discretion, with or without providing a hearing. Any decision by the Board regarding a request to amend the testing conditions is not appealable. The Board can propose Amendment(s), which may or may not be agreed to by Mr. Carson.

(j). 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.

(4). PROFESSIONAL MANAGEMENT.

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

(b). Mental Health Treatment. Within thirty (30) days following the execution of this Consent Agreement, Mr. Carson shall submit for Board approval the name of a licensed individual or agency in the treatment of mental health issues with whom Mr. Carson shall consult and counsel for the purpose of working on all issues pertaining to his mental health issues. The Board in its discretion may approve the same individual approved by the Board to provide Mr. Carson 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.<sup>5</sup> The Board, in its sole discretion, will determine whether cessation of therapy is

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<sup>5</sup> Mr. Carson may work with one licensed individual to receive both his substance abuse and mental health treatment if the licensed individual is approved by the Board. As long as the licensed individual provides substance abuse and mental health treatment to Mr. Carson, his treatment requirements pursuant to this Consent Agreement shall be satisfied by two monthly sessions.

appropriate. Mr. Carson acknowledges that any decision by the Board concerning this issue is not appealable.

(c). Single Primary Care Medical Provider. Within thirty (30) days following the execution of this Consent Agreement, Mr. Carson shall submit for Board approval the name of a primary care medical provider who shall prescribe all necessary medications for Mr. Carson, and who shall coordinate Mr. Carson's treatment and pharmacological therapy with the Board-approved substance abuse and psychological providers. Such physician shall be knowledgeable of Mr. Carson's medical history, including his substance abuse history. The Board shall retain the sole discretion, without hearing, to grant or deny approval of the primary care medical provider proposed by Mr. Carson. Mr. Carson acknowledges that any decision by the Board concerning this issue is not appealable.

(d). Prior Evaluation and Treatment Records. The Board and Mr. Carson agree that Mr. Carson shall execute all releases necessary to permit the transmission and disclosure of all records from previous treatment providers to the Board approved primary care physician and Board-approved treatment provider(s).

(e). Communication of Treatment Providers. The Board and Mr. Carson agree that all treatment providers involved in his care shall have full communication allowed among themselves, any prior treatment providers and, when requested, with the Board or its agent(s). Mr. Carson waives any privileges concerning such information, reports, records, and communications among his treatment providers and the Board.

(f). Amendment of Aftercare Treatment Requirements. After one (1) year of successful compliance with the terms and conditions of this Consent Agreement, Mr. Carson may file a written application with the Board to amend his substance abuse treatment. The Board shall retain the sole discretion, without hearing, to grant or deny such application. Mr. Carson acknowledges that any decision by the Board concerning this issue is not appealable.

(g). Change of Primary Care Treatment Provider(s). If Mr. Carson desires to change his primary care provider or 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 primary care treatment provider(s) and the proposed new primary care 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. Mr. Carson acknowledges that any decision by the Board concerning this issue is not appealable. If the request is denied, nothing precludes Mr. Carson from proposing another primary care treatment provider for approval. In requesting a change of primary care treatment provider, Mr. Carson understands that the Board may inquire into any issues it deems pertinent with any person, including, without limitation, the current primary care or treatment provider(s).

(h). Reports from Treatment Providers. Mr. Carson shall ensure that on or before September 9<sup>th</sup>, December 9<sup>th</sup>, March 9<sup>th</sup> and June 9<sup>th</sup> of each year

following the execution of this Consent Agreement the Board-approved treatment provider(s) submit(s) to the Board a written report regarding: Mr. Carson's compliance with his schedule of meetings; Mr. Carson's ability to continue practicing medicine; and the prognosis of Mr. Carson's continued recovery. In addition, the treatment providers shall immediately notify the Board in writing whenever: (1) in his/her professional judgment, Mr. Carson poses a potential danger to the health, safety and welfare of patients; or (2) Mr. Carson terminates treatment or is non-compliant with the treatment plan. Mr. Carson hereby waives any privileges concerning such information, reports, records and disclosures to the Board.

(i). Board Investigation. At any time the Board may deem appropriate, the Board or its agent may contact Mr. Carson and/or the Board-approved treatment providers to obtain further information relative to Mr. Carson. In addition, if the Board deems it appropriate, it may directly contact the treatment providers regarding any issues concerning Mr. Carson's treatment. In complying with this requirement, Mr. Carson waives any privileges concerning such information, reports, records and disclosures to the Board. Mr. Carson 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.

(5). PROFESSIONAL OVERSIGHT.

(a). Clinical Setting Inspections. During the period of probation, Mr. Carson shall provide the Board with all locations where he practices. In addition, Mr. Carson shall permit the Board or its agents to conduct announced and/or unannounced inspections of all locations where he practices. Mr. Carson shall reimburse the Board for any actual costs incurred as a result of any inspection performed pursuant to this section.

(b). Physician Monitor. Within thirty (30) days following the execution of this Consent Agreement, Mr. Carson must have a Board-approved physician monitor who shall monitor his practice and a temporary monitor(s)<sup>6</sup> if the monitor physician is unavailable. In complying with this requirement, Mr. Carson shall submit to the Board for its approval the name of a proposed physician monitor, and the name(s) of any proposed temporary monitor(s) whom the Board has the sole discretion to approve or deny. The physician monitor or the temporary monitor(s) must be in the direct physical presence of Mr. Carson and observe him within his medical practice at least 80% of the total number of days Mr. Carson works each month, and shall inform the Board if Mr. Carson demonstrates any issues with regard to isolation, inappropriate boundaries or decision-making, ability to concentrate, absenteeism, drug abuse, incompetence, unprofessionalism or any other concerns.<sup>7</sup> If a report to the Board is required, the physician monitor or the temporary monitor(s) shall report such information to the Board by telephone and in writing within 24 hours or as soon thereafter as possible. In the event that the physician monitor is on vacation or will not otherwise be at the practice four days during a five-day work week, Mr. Carson will provide advanced written notice to the Board and the

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<sup>6</sup> Although the temporary monitor(s) must be approved by the Board, the temporary monitor(s) does/do not have to be a physician(s).

<sup>7</sup> Nothing in this paragraph is intended to require the constant and direct supervision by the physician/temporary monitor(s).



MPHP regarding the dates on which the physician monitor will be on vacation or otherwise away. Mr. Carson understands that the physician monitor and/or temporary monitor(s) are agents of the Board pursuant to Title 24 M.R.S. § 2511. Mr. Carson shall permit the physician monitor and/or temporary monitor(s) full access to his medical practice, including but not limited to all patient information. The Board-approved physician monitor shall provide the Board with reports regarding Mr. Carson's medical practice on or before September 9<sup>th</sup>, December 9<sup>th</sup>, March 9<sup>th</sup> and June 9<sup>th</sup> of each year following the execution of this Consent Agreement.

(6). SELF-HELP GROUP MEETINGS.

(a). Attendance at AA and NA. Mr. Carson agrees to attend Alcoholics Anonymous ("AA") and/or Narcotic Anonymous ("NA") or another non-faith-based self-help group meeting approved by the Board a minimum of twice per week from the effective date of this Consent Agreement.

(b). Impaired Physicians Self-Help Group. In addition to the AA/NA attendance requirement, Mr. Carson 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 Consent Agreement.

(c). Reports of Attendance. Mr. Carson shall submit a signed, written quarterly report of his attendance at AA, NA or impaired professional self-help group meetings to the Board on or before September 9<sup>th</sup>, December 9<sup>th</sup>, March 9<sup>th</sup> and June 9<sup>th</sup> of each year following the execution of this Consent Agreement. Any instances of failure to attend the required numbers of meetings shall be noted, together with specific explanation detailing reasons.

(d). 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 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, or revocation of Mr. Carson's Maine medical license.

(7) MAINTENANCE OF OBLIGATIONS WHEN AWAY

(a). General. Mr. Carson 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 territorial limits of the United States. Mr. Carson 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 Mr. Carson'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 Mr. Carson explaining the arrangements made and how the arrangements were carried out.

(b). Failure to Comply. Any failure by Mr. Carson 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 Mr. Carson's Maine physician assistant license pending hearing, and, following hearing, other sanctions as permitted by law including but not limited to suspension, modification, or revocation of licensure.

(8). INVOLVEMENT IN THE MAINE MEDICAL PROFESSIONALS HEALTH PROGRAM.

Mr. Carson has entered into a contract with the Maine Medical Professionals Health Program and shall fully and successfully participate in that program as long as this Consent Agreement remains in force.

(9). MAINTAINENCE OF LICENSE.

Mr. Carson shall be required to maintain his Maine physician assistant license for as long as this Consent Agreement remains in effect. In the event that Mr. Carson applies for licensure in other jurisdictions during the term of this Consent Agreement, Mr. Carson shall notify said jurisdiction of the existence of this Consent Agreement.

(10). WAIVER OF CONFIDENTIALITY AND RELEASE OF RECORDS.

Mr. Carson 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 Mr. Carson for substance abuse and mental health issues. Mr. Carson waives any privileges concerning such information, reports, or records, and agrees to execute any and all releases necessary to permit the Board access to such information. All releases must, in addition to waiving any relevant State law privileges or immunities, provide the Board with access to all material covered by 42 C.F.R., Part 2. In the event that the releases are not sufficient to obtain access to any information which the Board considers relevant, Mr. Carson agrees to personally obtain such information and furnish it to the Board, to the extent permitted by law.

9. SANCTION FOR VIOLATION OF CONSENT AGREEMENT.

a. Automatic Suspension. Any reliable oral or written report to the Board of violation(s) of the terms and conditions of this Consent Agreement as described above by Mr. Carson shall result in the immediate, indefinite and automatic suspension of Mr. Carson's physician assistant license. The automatic suspension of Mr. Carson's Maine physician assistant 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. Mr. Carson's indefinite automatic license 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 Mr. Carson 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. Mr. Carson 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 disciplinary action against his Maine physician assistant license, including but not limited to an order issued by the Board, after hearing, modifying, suspending, or revoking his license. Mr. Carson also acknowledges that, pursuant to Title 10 M.R.S. § 8003(5)(A-1), the Board has the authority to suspend or revoke his license in the event that he fails to comply with any of the terms or conditions of this Consent Agreement.

#### 10. DESIGNATED COPY OF CONSENT AGREEMENT.

Mr. Carson shall have his supervising physician, physician monitor, temporary monitor(s), and all treatment providers read, date, and sign a copy of the Consent Agreement (the "Designated Copy"). Mr. Carson shall retain a copy of the Consent Agreement signed by all of the aforementioned individuals at his medical practice locations 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. Mr. Carson 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, and he shall send a copy of the updated signature page to the Board.

Mr. Carson shall provide a copy of this Consent Agreement to any hospital or medical practice with whom he is or becomes affiliated.

#### 11. 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:

Patrick Carson, P.A.-C  
13 Anchorage Place  
South Portland, ME 04106

b. Address Change. If Mr. Carson changes jobs, moves his residence or practice, changes telephone numbers at work or at home, or secures privileges at a hospital, he shall provide written notice to the Board within ten (10) days of any such change. In addition, Mr. Carson shall notify the Board of any attempts to seek licensure in another jurisdiction, and shall disclose to the licensing authority in such jurisdiction his status with this Board.

c. Costs. All costs incurred in performance of the conditions of this Consent Agreement shall be borne by Mr. Carson. If a violation of this Consent Agreement is proven to have occurred, regardless of the sanctions imposed, the Board may require Mr. Carson to reimburse the Board for all actual 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.

12. DURATION OF CONSENT AGREEMENT.

Mr. Carson understands and agrees that the duration of this Consent Agreement is five (5) years from its execution. The conditional license and license conditions imposed by this Consent Agreement shall remain in effect for five (5) years following the execution of this Consent Agreement until or unless amended or rescinded in writing by the parties hereto.

13. AMENDMENT OF CONSENT AGREEMENT.

Mr. Carson waives his right to a hearing before the Board or any court regarding all findings, terms and conditions of this Consent Agreement. Mr. Carson agrees that this Consent Agreement is a final order resolving complaint CR11-509, and is not appealable and is effective until modified or rescinded in writing 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 Mr. Carson shall be made in writing and submitted to the Board. Mr. Carson shall bear the burden of demonstrating that the Board should amend the Consent Agreement. The Board shall have the sole discretion to: (a) deny Mr. Carson's request; (b) grant Mr. Carson's request; and/or (c) grant Mr. Carson's request in part as it deems appropriate to ensure the protection of the public. Any decision by the Board as a result of Mr. Carson's request to modify this Consent Agreement need not be made pursuant to a hearing and is not appealable to any court.

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

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

16. REPORTABLE DISCIPLINE. This Consent Agreement constitutes disciplinary action, and is reportable to the National Practitioner Data Bank, the Federation of State Medical Boards, and other licensing jurisdictions.

17. ADVICE OF COUNSEL. Mr. Carson has been had an opportunity to consult with legal counsel regarding the terms and conditions of this Consent Agreement. Mr. Carson has been represented by Kenneth W. Lehman, Esq.

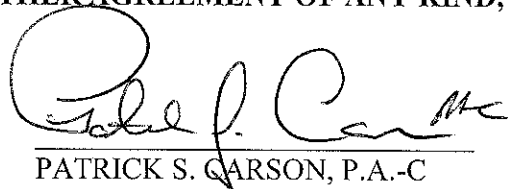
18. WAIVER OF RIGHT TO APPEAL CONSENT AGREEMENT.

Mr. Carson waives his right to a hearing before the Board or any court regarding all facts, terms and conditions of this Consent Agreement. Mr. Carson agrees that this Consent Agreement is a final order resolving complaint CR11-509, and that it is not appealable and is effective until modified or rescinded in writing by the parties hereto.

**I, PATRICK S. CARSON, P.A.-C, HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT AND AGREE WITH ITS CONTENTS AND TERMS. I FURTHER UNDERSTAND THAT BY SIGNING THIS CONSENT AGREEMENT, I WAIVE CERTAIN RIGHTS, INCLUDING THE RIGHT TO A HEARING BEFORE THE BOARD. I HAVE HAD AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING THIS CONSENT AGREEMENT. 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.**

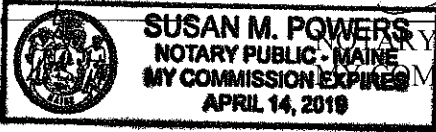
DATED:

6/8/12

  
PATRICK S. CARSON, P.A.-C

STATE OF Maine  
Cumberland, S.S.

Personally appeared before me the above-named Patrick Carson, P.A.-C, 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: 6/8/12 Susan M. Powers  
 PUBLIC/ATTORNEY  
COMMISSION ENDS: 4/14/19

DATED: 6/8/12 Kenneth W. Lehman / A/E  
KENNETH W. LEHMAN, ESQ.  
Attorney for Patrick Carson, P.A.-C

STATE OF MAINE  
BOARD OF LICENSURE IN MEDICINE

DATED: 6/12/12 Gary R. Hatfield  
GARY R. HATFIELD, M.D., Chairman

STATE OF MAINE DEPARTMENT  
OF THE ATTORNEY GENERAL

DATED: 6/12/12 Dennis E. Smith  
DENNIS E. SMITH  
Assistant Attorney General

Effective Date: 6/12/12