

**STATE OF MAINE
BOARD OF OSTEOPATHIC LICENSURE**

IN RE: CRAIG SCHIFF, D.O.)	
INV# 10-04)	CONSENT AGREEMENT
)	AND BOARD ORDER

The Board of Osteopathic Licensure (hereafter “the Board”), Craig Schiff, D.O. (“Dr. Schiff”) and the Office of the Attorney General enter into the following Consent Agreement in order to resolve a pending complaint.

I. FINDINGS AND CONCLUSIONS

Dr. Schiff admits to the following findings:

1. Dr. Schiff has been licensed to practice osteopathic medicine in the State of Maine since August 2008. Since being licensed in Maine, Dr. Schiff has worked at The Aroostook Medical Center (TAMC) in Presque Isle as an emergency department physician.
2. In June 2010, Dr. Schiff resigned his position at TAMC in lieu of being terminated related to alleged substance abuse.
3. The Board concludes that the above findings are grounds for discipline under 32 M.R.S. § 2591-A (2)(B), habitual substance abuse that has resulted or is foreseeably likely to result in Dr. Schiff performing services in a manner that endangers the health or safety of his patients.
4. Absent Dr. Schiff’s acceptance of this consent agreement by dating and signing it and returning it to Susan E. Strout, Executive Secretary, Maine Board of Osteopathic Licensure, 142 State House Station, Augusta, Maine 04333-0142, this matter will be set for an adjudicatory hearing.

II. SANCTIONS

Based on the foregoing findings and conclusions, the Board imposes the following disciplinary sanctions on Craig Schiff, D.O., to which Dr. Schiff agrees:

1. **A Reprimand.**
2. **Costs.** The Board imposes costs in the amount of \$1,330.00, which must be made payable to the Board of Osteopathic Licensure by sending a cashier's check or money order to the Board of Osteopathic Licensure on or before **March 31, 2011.**

III. LICENSURE

In addition to the above sanctions, the Board allows Dr. Schiff to practice osteopathic medicine in the State of Maine, subject to the following, to which Dr. Schiff agrees:

1. **Practice:**
 - A. **Practice and Setting.**
 1. **Place of Employment.** Dr. Schiff agrees to work in a setting that has been approved in advance by the Board of Osteopathic Licensure or its designee.
 2. **On-Call Responsibilities.** Dr. Schiff shall adhere to the Accreditation Council for Graduate Medical Education ("ACGME") residency rules regarding the number of hours per week he spends on-duty and on-call.
 - B. **Monitoring.** Dr. Schiff shall have a monitoring physician or if the Board deems it necessary to effect these provisions, the Board may in its discretion approve a facility CEO or senior administrator to fulfill one or another of the responsibilities.
 1. **General Requirements of Monitor.** The monitor must:
 - a. Be approved by the Board, be knowledgeable regarding Dr. Schiff's

diagnoses and have read the Consent Agreement;

b. Be present for parts of the same shift as Dr. Schiff and have the opportunity to observe Dr. Schiff multiple times throughout the week performing his various job responsibilities and to determine how Dr. Schiff is carrying out these responsibilities;

c. Review a sampling of Dr. Schiff's patient charts, **no less than ten (10) charts per month**, to assess the quality of care provided by Dr. Schiff;

d. Meet with Dr. Schiff **at least once a week** to discuss any issues of concern; and

e. Be in a position to receive regular reports from others regarding Dr. Schiff's performance.

2. Reporting Requirements.

a. Routine Monitoring Reports:

1. Dr. Schiff shall ensure that the monitoring physician reports to the Board be done on a monthly basis, beginning on the **first day of the month** following Dr. Schiff's first full month of practice pursuant to this Agreement, and the first of each and every month thereafter, in accordance with the following subsection.

2. The reporting requirement shall terminate after the Board has received twelve (12) monthly reports, provided that the Board has received no reports or concerns from any source regarding Dr. Schiff's professional behavior or regarding the quality of patient care.

b. Content of Routine Reports: At a minimum, the routine reports from the monitoring physician should include the following information:

1. The amount and type of contact between the monitoring physician and Dr. Schiff in the past month and details of any concerns raised by these contacts;
2. The number of patient charts reviewed and details of any concerns raised by the chart review;
3. Whether any concerns were expressed or reports received from others regarding Dr. Schiff's behavior or ability to competently and professionally practice medicine during the reporting period and the specific nature of those concerns;
4. Recommendations, if any, regarding changes needed to Dr. Schiff's treatment or monitoring pursuant to this Agreement.

c. Immediate Reports: The monitoring physician **shall immediately report** to the Board if there is reason to believe that Dr. Schiff is acting in a manner that raises questions about his ability to competently and professionally practice medicine. A verbal report shall be followed by a detailed **written report** to the Board **within 48 hours** of the time that the monitoring physician becomes aware of the situation.

2. Abstinence.

Dr. Schiff must completely abstain from the use of any and all mood or mind altering substances (hereinafter "prohibited substance"), whether illicit or not, including but not limited

to: alcohol, cocaine, opiates, DEA scheduled drugs and other mood or mind altering drugs which are dispensed or prescribed for Dr. Schiff by anyone other than a treating physician approved by the Board who is knowledgeable of Dr. Schiff's history of substance abuse.

3. **Substance Monitoring.**

A. **Contract with Maine Medical Professionals Health Program (MMPHP).** Dr. Schiff agrees that he will continue to contract with the MMPHP for the purpose of substance abuse monitoring and that he will maintain and comply with his contract with the MMPHP throughout the term of this Agreement. Dr. Schiff must assure that his contract with MMPHP is consistent with the requirements of this Agreement. The MMPHP contract is incorporated herein by reference. Any violations of that contract, whether technical or otherwise, shall be considered a violation of this Agreement and may subject Dr. Schiff to disciplinary action as set out in Section IV.

B. **Reporting.** Dr. Schiff agrees that it is his responsibility to ensure that the following reports are made to the Board in a timely fashion.

1. **Immediate Report of Positive Test Results.** Any test result which indicates any level of a prohibited substance shall be reported by Dr. Schiff immediately to the Case Reporter by telephone or other means, and to the Board in writing within 24 hours after Dr. Schiff receives notice of the positive test. Dr. Schiff understands that PHP has a separate duty to report under its contract with the Board. By way of clarification, immediate reports will not be required if the tests show a positive result for a mood or mind altering drug that is known to the Board and PHP to be a drug prescribed by a treating physician for a medical condition

and the levels appear consistent with the quantity and dosage prescribed.

2. Routine Reports. Dr. Schiff shall ensure that the PHP sends a written report to the Board by the **first day of each month** following the execution of this Agreement that contains information as agreed upon between the PHP and the Board.

3. Failure to Comply. If Dr. Schiff fails to comply with any aspect of monitoring that is under the supervision of the PHP, the designee of PHP and Dr. Schiff must immediately notify the Case Reporter and send to the Board a written report containing specific information regarding such failure **within 48 hours of the noncompliance**.

C. Retention of Reports. During the term of this Agreement, all original laboratory data and test reports shall be retained by the PHP until instructed otherwise by the Board.

D. Rebuttable Presumption and Admission into Evidence of Test Results.

1. It is agreed and understood by Dr. Schiff that a test evidencing use of any prohibited substance shall raise a rebuttable presumption that such substance was in fact used by him. Such a positive test result shall alone be sufficient to prove the use of the prohibited substance by Dr. Schiff.

2. Dr. Schiff further agrees that the result of any test taken pursuant to this Agreement may be admitted into evidence in any proceeding regarding Dr. Schiff's license, whether before the Board or before a court of competent jurisdiction.

5. Treatment.

A. General.

1. Dr. Schiff will receive treatment from qualified professionals to address his substance abuse.
2. Prior to or at the time of the execution of this Agreement, Dr. Schiff will identify for the Board all of the professionals who will be treating him for the condition identified in III.5.A.1. Dr. Schiff agrees that he will obtain treatment and medications only from professionals who are known to his primary care physician and to the Board.
 - a. Dr. Schiff shall provide a copy of this Consent Agreement to all of the professionals, and any others who may subsequently supplement or replace the original providers.
 - b. Dr. Schiff shall provide the Board with a written acknowledgment from each professional as required by III.9.
3. Dr. Schiff will request that each of his providers keep his other providers informed of his treatment by routinely copying notes or reports of each visit to the other professionals. Dr. Schiff will periodically monitor this requirement to ensure that this coordination is occurring.

B. Frequency of Treatment and Reports.

1. Substance Abuse Treatment. Dr. Schiff will meet with the professional addressing the issues related to substance abuse **at least once a month** but

more frequently if recommended by the professional. Dr. Schiff will ensure that, after the initial report, the individual providing the professional services required by this Condition submits a report to the Board on the **first day of every month**. The reports shall include but not be limited to: the date(s) of the treatment sessions or other contacts between the professional and the licensee; medications prescribed; coordination with other professionals providing treatment; the nature of the issues discussed; the treatment plan and reasons for any changes to the plan; progress made by Dr. Schiff and details of any issues or concerns raised by these contacts or by others that may adversely impact Dr. Schiff's practice of medicine.

2. Primary Care. Dr. Schiff will meet with this primary care physician on a **quarterly basis** or more frequently if recommended by his physician. Dr. Schiff will ensure that, after the initial report, the physician submits quarterly reports to the Board on the **first day of March, June, September and December of each year**. The reports shall include but not be limited to: the date(s) of the office visits or other contacts during the quarter; the conditions treated; medications prescribed; coordination with other professionals providing treatment; treatment plan and reasons for any changes to the plan; progress made by Dr. Schiff and the details of any issues or concerns raised by these contacts or by others that may adversely impact Dr. Schiff's practice of medicine.

C. Change or Addition of Professionals.

1. If Dr. Schiff desires to change his primary care physician, mental health or other treatment professional or to add another treating professional, Dr. Schiff will inform the Board in writing **prior to the change**, explaining the reason for the change. This application for change or addition must be accompanied by separate letters from the current professional and the proposed professional relative to their understanding of the reasons for this request and, to the extent applicable, any concerns they may have.

2. The Board may, in its discretion, grant or deny such request with or without providing a hearing. If the request is denied, nothing precludes Dr. Schiff from proposing another professional. Dr. Schiff understands that the Board may inquire into any issues it deems pertinent with any person, including, without limitation, the current professional.

6. **Psychological Evaluation.** The Board agrees to allow the Case Reporter to review the psychological evaluation previously performed by Dr. Keith Hansen, which was done pursuant to the recommendation of the MMPHP. The Board may decide to accept this psychological evaluation, or the Board may decide that Dr. Schiff shall undergo a psychological exam to identify any potential underlying diagnoses, for example, a personality disorder or mood disorder. If an additional psychological examination is required, the exam shall be conducted by an evaluator who is pre-approved by the Case Reporter. If the evaluator identifies an undiagnosed condition and recommends treatment for that condition, Dr. Schiff agrees to an amendment to this Consent Agreement to reflect the evaluator's recommendations.

7. **Waiver of Physician/Therapist/Patient Privilege.** Dr. Schiff agrees that, for monitoring and enforcement of this Consent Agreement, the Board, its agents and the Office of the Attorney General shall have access to all confidential information, assessments, evaluations, diagnoses, records, reports, test results and data relevant to the purposes of this Consent Agreement, including information related to substance abuse or mental health, generated or created since the execution of this Agreement. Dr. Schiff also agrees that the Board or its authorized agents or the Office of the Attorney General may communicate orally with professionals involved in testing, care, monitoring and treatment. Dr. Schiff agrees that he will promptly sign any and all authorizations so that the Board, its agents and the Office of the Attorney General can have access to information relevant to Dr. Schiff's treatment, his ability to competently and professionally care for patients, and his compliance with other conditions of her Consent Agreement.

8. **Professional Management.**

NA or AA Meetings/Peer Support. Dr. Schiff shall attend NA or AA meetings and work an active step program with his sponsor and attend regular Caduceus meetings. The frequency of these meetings shall be as set forth in the MMPHP contract.

9. **Notice of Consent Agreement.**

A. Dr. Schiff shall provide a copy of this Agreement, and any subsequent amendments, to the Chief of Staff at the institution(s) where he holds privileges or is employed, his monitoring physician and each of his treatment professionals identified in III.5.

B. Each of the foregoing shall sign and date an acknowledgement that he or she

has read the Agreement or the subsequent amendment. A copy of each signed acknowledgement must be sent to the Board **within 30 days** of the date of the execution of this Agreement or of the execution of subsequent amendments.

C. Dr. Schiff agrees that if new individuals assume similar roles during the existence of the Agreement, or any subsequent amendment, he will promptly provide a copy of this Agreement, as amended, to the new individual(s) and send the Board a dated and signed acknowledgement from each.

D. In the event that Dr. Schiff applies for licensure in other jurisdictions while the Agreement, as amended, is in effect, Dr. Schiff agrees to notify the other jurisdictions of the existence of this Agreement, and any amendments thereto, and provide a letter to the Board that he has done so.

10. **Amendments.**

A. Requests for amendments shall be submitted to the Board in writing and supported by professional opinions, if appropriate and available.

B. Requests for amendments will not suspend any obligations under this Agreement. Dr. Schiff will be expected to comply with the terms of the Agreement until his request is acted upon favorably by Board vote and approved by the Office of the Attorney General.

C. Amendments will be decided in the discretion of the Board, with or without a hearing, and must have the approval of a representative of the Attorney General. There will be no appeal from the discretionary decisions regarding amendments of this Agreement.

D. Any action by the Board seeking to increase the conditions of licensure will be

taken only after hearing, unless allowed by law, this Agreement or by subsequent agreement of the parties.

E. Except for good cause, amendments will not be considered by the Board more frequently than every six months.

11. **Notices.**

The Board can be reached at:

142 State House Station
Augusta, Maine 04333-0142
(207) 287-2480
Fax: (207) 287-3015
E-mail: susan.e.strout@maine.gov

Dr. Schiff can be reached at:

His home address on file with the Board or through his attorney, Kenneth W Lehman, Esq.:

Bernstein, Shur, Sawyer and Nelson
100 Middle Street
West Tower
Portland, Maine 04101
(207) 774-1200
Fax: (207) 774-1127
Email: klehman@bernsteinshur.com

Dr. Schiff agrees that at or prior to the execution of the Agreement he will provide the Board's Executive Secretary with his home number, his cell phone and/or beeper number, and his e-mail address and fax numbers, if any. This contact information, to the extent that it is not generally available to the public, will be kept confidential and used by the Board only for the purposes intended by this Agreement.

Dr. Schiff further agrees that he will promptly notify the Board if he changes address or any of the methods of contacting her identified in this Condition.

12. **Term of Board Order.**

Dr. Schiff understands and agrees that his license will remain subject to the terms of this Consent Agreement, and any amendments, until such time as all conditions are met and the Board determines that the conditions are no longer needed to ensure professional and competent practice of medicine. The Board will **automatically review** the necessity of this Agreement when it has been in effect **three years**. Whether or not to continue the Agreement after five years is within the Board's discretion and may be decided with or without a hearing.

IV. VIOLATION OF CONSENT AGREEMENT

1. **General.** Dr. Schiff agrees that, if he fails to meet any of the obligations of this Agreement, the Board may impose by agreement, or after notice and an opportunity for hearing, any of the sanctions found in Title 10 M.R.S. § 8003 and Title 32 M.R.S. § 2591-A, including revocation, long-term suspension or non-renewal of his license. The Board may also impose the sanctions provided in this Agreement.

2. **Failure to Meet Reporting and Time Requirements.** Dr. Schiff agrees that if he fails to meet any of the reporting or other time requirements set out in this Agreement (without having requested an extension prior to the due date and having that request granted by the Board), the Board may, in its discretion, automatically and without the need to hold a hearing, assess Dr. Schiff a fine of \$100 for each month, or portion of a month, that he is out of compliance with the reporting or time requirement set out in this Agreement, or any amendments thereto. Dr. Schiff will be notified of the assessment of the fine in writing by the Board. Dr. Schiff must pay the fine to the Board within 30 days of receiving notice that the fine was assessed. He must do so by cashier's check or money order made out to "Treasurer, State of

Maine.” The Board’s decision not to impose this sanction in one instance of noncompliance with a reporting or other time requirement does not constitute a waiver of the Board’s right to impose a fine regarding a subsequent violation of the same reporting or other time requirement.

3. **Emergency Suspension:**

A. Dr. Schiff’s license will be immediately, indefinitely and automatically suspended if the Board receives a report from a credible source that Dr. Schiff is demonstrating symptoms of impairment which places his patients at risk.

B. The immediate, indefinite and automatic suspension of Dr. Schiff’s license will become effective at the time Dr. Schiff receives actual notice from the Board, the Case Reporter or counsel for the Board that a report of violation has been made and the suspension has been imposed. Actual notice can be provided by telephone, in person, in writing, by facsimile, e-mail or other means or any combination of the above-referenced means.

C. The indefinite, automatic suspension will continue until the Board holds a hearing on the matter, unless the Board earlier determines that the report is without merit; or the Board decides that no further sanction or a lesser sanction is warranted.

D. Hearing.

1. If the suspension has not already been lifted in accordance with other provisions of this Agreement, Dr. Schiff’s indefinite, automatic suspension will continue until the Board reaches a decision after hearing.

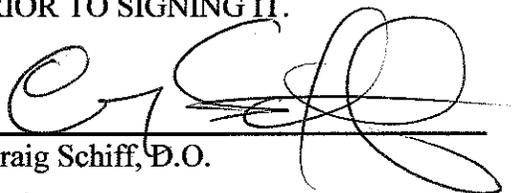
2. Prior to a hearing before the Board, Dr. Schiff may be requested to provide a written, detailed explanation of the circumstances related to the non-compliance.

3. The Board will attempt to hold a hearing within 60 days of the automatic suspension or as soon thereafter as practicable (unless both Dr. Schiff and the Board agree to hold the hearing later or to have an informal conference prior to the hearing). The hearing will be held pursuant to the Maine Administrative Procedures Act.

4. After hearing, the Board may impose such other discipline, including without limitation, fines, further suspension, probation, non-renewal or revocation, as the Board deems appropriate, subject to Dr. Schiff's right to appeal any such decision, or the Board may, in its sole discretion, enter into a consent agreement with Dr. Schiff.

I, CRAIG SCHIFF, D.O., HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT. I UNDERSTAND THAT BY SIGNING I WAIVE CERTAIN RIGHTS INCLUDING THE RIGHT TO FURTHER HEARINGS OR APPEALS REGARDING THIS CONSENT AGREEMENT. KNOWING THIS, I SIGN THIS AGREEMENT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT 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 THE CONSENT AGREEMENT WITH LEGAL COUNSEL PRIOR TO SIGNING IT.

Dated: 1/13/11



Craig Schiff, D.O.

Dated: 1/13/2011



Kenneth W. Lehman, Esq.
As Counsel for Dr. Schiff

STATE OF MAINE

Kennebec, SS.

Before me this 13 day of January, 2011, personally appeared Craig Schiff, D.O., who after first being duly sworn, signed the foregoing Consent Agreement in my presence or affirmed that the signature above is his own.



~~Notary Public/Attorney at Law~~

My commission expires: Ren # 3283

BOARD ORDER

IT IS HEREBY ORDERED by vote of the Maine Board of Osteopathic Licensure that Craig Schiff, D.O.'s license to practice osteopathic medicine is hereby reinstated pursuant to this Consent Agreement signed by Dr. Schiff on January 13, 2011, which are incorporated by reference.

STATE OF MAINE

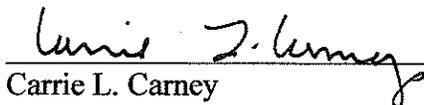
BOARD OF OSTEOPATHIC LICENSURE


Board Chair

Dated: 1-13-2011

Approved by:

STATE OF MAINE, OFFICE OF
ATTORNEY GENERAL


Carrie L. Carney
Assistant Attorney General

Dated: 1-13-11