

**STATE OF MAINE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF LICENSING AND REGULATORY SERVICES  
11 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0011**

**IN THE MATTER OF:**

NORTHEAST PATIENTS GROUP,  
D/B/A WELLNESS CONNECTION  
OF MAINE,

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**CONSENT AGREEMENT**

**INTRODUCTION**

This document is a Consent Agreement concerning the Certificate of Registration for 4 Registered Dispensaries operated by Northeast Patients Group d/b/a Wellness Connection of Maine (hereinafter referred to as “Wellness Connection”) in the State of Maine. The parties to this Agreement are: the Maine Department of Health and Human Services, Division of Licensing and Regulatory Services, Medical Use of Marijuana Program (hereinafter referred to as the “Department”), Wellness Connection, Becky DeKeuster, Executive Clinical Director of Wellness Connection, Patricia Rosi-Santucci, Chief Operating Officer of Wellness Connection and Paul Sevigny, President of the Wellness Connection Board of Directors.

**STATEMENT OF FACTS**

1. Becky DeKeuster is the Executive Clinical Director of Wellness Connection. Patricia Rosi-Santucci is the Chief Operating Officer of Wellness Connection. Paul Sevigny is the President of the Wellness Connection Board of Directors.
2. The 4 Registered Dispensaries are located at the following addresses: 1) 115 Water Street, Hallowell, Me. 04347, 2) 685 Congress Street, Portland, Me. 04102, 3) 221 Dirigo Drive, Brewer, Me. 04412, and 4) 153 New County Road, Thomaston, Me. 04861. These 4 Registered

Dispensaries have an additional cultivation site located in Thomaston and Auburn. The term Registered Dispensary includes the corresponding additional cultivation site.

3. Ms. DeKeuster, Ms. Rosi-Santucci, Mr. Sevigny and Wellness Connection are responsible for operating the 4 Registered Dispensaries in compliance with the Maine Medical Use of Marijuana Act (the Act) and the Maine Medical Use of Marijuana Rules (the Rules).

4. On March 4, 2013 and March 6, 2013, the Department conducted an unannounced inspection of Wellness Connection at the Auburn cultivation site. On March 14, 2013, the Department conducted an unannounced inspection of Wellness Connection at the Thomaston cultivation site and the 4 Registered Dispensaries. Based upon these inspections, the Department determined that Wellness Connection was not in compliance with the Act or the Rules. See attached Statement of Deficiencies dated March 25, 2013.

#### **AGREEMENT**

By virtue of this Consent Agreement, the Department, Ms. DeKeuster, on behalf of Wellness Connection, Ms. Rosi-Santucci, on behalf of Wellness Connection, Mr. Sevigny, on behalf of Wellness Connection and Wellness Connection hereby agree to the following terms and conditions of this Consent Agreement:

1. The parties agree that the above statement of facts is true to the best of their knowledge and belief.
2. The parties agree that it is the legal responsibility of Wellness Connection to operate in compliance with the Act and the Rules.
3. The parties agree that Wellness Connection will provide written notice to all patients, prior to conducting transactions, about the unlawful use of pesticides in the production of their medicinal marijuana. (See attached notice). The parties agree that Wellness

Connection will not have to provide this written notice to patients once the Department has determined that the cultivation of medical marijuana for sale by Wellness Connection has not been treated with pesticides.

4. If for some reason Becky DeKeuster, Patricia Rosi-Santucci, or Paul Sevigny are no longer employed or serving as a board member of Wellness Connection, the parties agree that any reference in this Consent Agreement to “Executive Clinical Director”, “Chief Operating Officer” or “President of the Wellness Connection Board of Directors” means any individual who is subsequently employed or serving in those positions.
5. This Consent Agreement shall become effective immediately upon signing by the parties and shall remain in effect for two (2) years from the effective date of the Consent Agreement.
6. Wellness Connection, Ms. DeKeuster, Ms. Rosi-Santucci and Paul Sevigny hereby agree to comply with the following conditions upon all parties signing this Consent Agreement:
  - A. **Immediately upon the effective date of the Consent Agreement, the following shall be met and maintained throughout the period of the Consent Agreement:**
    1. Wellness Connection will cease production and sale of kief (a/k/a kiefer). Kief refers to the resin glands (or trichomes) of cannabis which may accumulate in containers or be sifted from loose dry cannabis buds with a mesh screen or sieve. Kief contains a much higher concentration of psychoactive cannabinoids, such as THC, than other preparations of cannabis buds from which it is derived.
    2. Wellness Connection will cease utilization of pesticides – including fungicides – in the production of medical marijuana.
    3. Wellness Connection will post, in public view, this Consent Agreement, Statement of Deficiencies and the attached notice at each of the 4 Registered Dispensaries.
    4. Wellness Connection will secure cultivation locations to permit access only by the individual authorized to cultivate the marijuana – registered cardholders who are

principal officers, board members, or employees of a registered dispensary when acting in his or her official capacity.

5. Wellness Connection will resolve conflicts of interest with members of the Board of Directors and implement policies and procedures to prevent such conflicts in the future, including the prevention of any and all direct and indirect gains which could accrue to the member as a result of actions or decisions made in the capacity of board authority.
6. Wellness Connection will submit to frequent inspections by the Department to evaluate regulatory compliance without contesting the reasonableness of said inspections.
7. Wellness Connection will submit weekly regulatory status reports to the Department demonstrating progress on goals until such time that compliance is attained on all deficiencies.
8. Wellness Connection will implement and enforce inventory control methods to track all plant growth, unprepared medical marijuana, prepared marijuana, and other medicinal marijuana products in the cultivation sites, in transport, and in the dispensaries.
9. Wellness Connection will acquire a food establishment license related to the production of tinctures and any other goods containing marijuana for consumption by a qualifying patient.
10. Wellness Connection will implement a Department-approved policy for safe and effective disposal of excess or otherwise unusable marijuana grown at cultivation sites.
12. Wellness Connection will implement security procedures at access points to cultivation sites that include identification and visualization of individuals desiring entrance to the facility prior to opening access points.
13. Wellness Connection will implement and enforce policies and procedures that prevent work or affiliation of a principal officer, board member, or employee before he or she is issued a registry identification card.
14. Wellness Connection will mail a copy of the attached notice to all former and current qualifying and registered patients who designated Wellness Connection for cultivation of medical marijuana. Wellness Connection will provide the Department with the list of all former and current patients who were sent this notice.

**B. Within thirty (30) days of the effective date of the Consent Agreement, the following shall be met and maintained throughout the period of the Consent Agreement:**

1. Wellness Connection will develop a system to ensure that plants are tagged in a manner that documents and demonstrates the patient's designation for cultivation, and which allows for documentation of patients who have been dispensed medication from a given plant.
2. Wellness Connection will submit to the Department an adopted copy of the policy and procedure manual for Wellness Connection of Maine.
3. The Board of Directors for Wellness Connection of Maine will adopt an amendment requiring Wellness Connection to have an active and dynamic compliance subcommittee. The foregoing subcommittee will submit, for approval, to the Department, a regulatory compliance plan within ninety (90) days of the signing of this Agreement.

**The following terms are also agreed to:**

1. This Consent Agreement may not be appealed and its terms may only be amended by the written agreement of all the parties hereto.
2. This Consent Agreement does not preclude the Department from conducting any necessary complaint investigations, or other surveys needed to conduct its regular business.
3. This Consent Agreement is a public record within the meaning of 1 M.R.S.A. § 402 and becomes effective immediately upon signing by the parties.
4. Nothing in this Consent Agreement shall be construed to affect any right or interest of any person not a party hereto.
5. Those signing on behalf of the parties acknowledge by their signatures that they have read and understand this Consent Agreement; that they have had the opportunity to consult with an attorney before signing this Consent Agreement; that they have signed this Consent Agreement of their own free will; that they have the authority to execute this Consent Agreement on behalf of the respective parties and that their signatures hereto will bind the respective parties fully, without the need for any other or further action; and that, by signing this Consent Agreement, they agree to abide by all the terms and conditions set forth herein.

Dated: 3/25/13

  
BECKY DEKEUSTER  
Executive Clinical Director of the  
Wellness Connection

Personally appeared the aforementioned Becky DeKeuster, Executive Director of the Wellness Connection, with the authority to act on behalf of the Wellness Connection, first being duly sworn, and did make oath to the truth of the foregoing by her subscribed.

STATE OF MAINE  
KENNEBEC, ss.

Subscribed and sworn to before me  
this 25 day of March, 2013.

  
Notary Public/Attorney-at-Law

Dated: 03.25.2013

  
PATRICIA ROST-SANTUCCI  
Chief Operating Officer of Wellness  
Connection

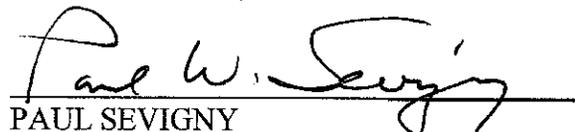
Personally appeared the aforementioned Patricia Rosi-Santucci, Chief Operating Officer of the Wellness Connection, with the authority to act on behalf of the Wellness Connection, first being duly sworn, and did make oath to the truth of the foregoing by her subscribed.

STATE OF MAINE  
KENNEBEC, ss.

Subscribed and sworn to before me,  
this 25 day of March, 2013.

  
Notary Public/Attorney-at-Law

Dated: 03/25/2013

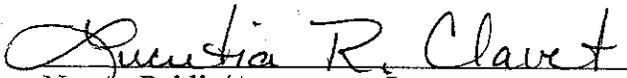
  
PAUL SEVIGNY  
President of the Wellness Connection  
Board of Directors

Personally appeared the aforementioned Paul Sevigny, President of the Wellness Connection Board of Directors, with the authority to act on behalf of the Wellness Connection, first being duly sworn, and did make oath to the truth of the foregoing by him subscribed.

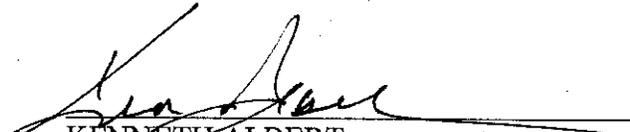
STATE OF MAINE

KENNEBEC, ss.

Subscribed and sworn to before me  
this 25 day of March, 2013.

  
Notary Public/Attorney-at-Law

Dated: 3-25-2013

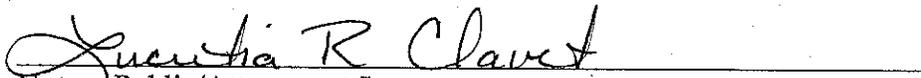
  
KENNETH ALBERT  
Director, Division of Licensing and  
Regulatory Services, Department of  
Health and Human Services

Personally appeared the aforementioned Kenneth Albert, Director of the Division of Licensing and Regulatory Services, Department of Health and Human Services, first being duly sworn, and did make oath to the truth of the foregoing by him subscribed.

STATE OF MAINE

KENNEBEC, ss.

Subscribed and sworn to before me  
this 25 day of March, 2013.

  
Notary Public/Attorney-at-Law