STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

IN RE:	)	
CAMERON R. BONNEY, M.D.	)	CONSENT AGREEMENT
	)	

This document is a Consent Agreement, effective when signed by all parties, regarding the pending application for permanent licensure and disciplinary action against the license to practice medicine in the State of Maine of Cameron R. Bonney, M.D. The parties to this Consent Agreement are: Cameron R. Bonney, M.D. ("Dr. Bonney"), the State of Maine Board of Licensure in Medicine (the "Board") and the Maine Office of the Attorney General.

STATEMENT OF FACTS

1. The Board first issued Dr. Bonney a Temporary Educational Certificate to practice medicine in a residency program in Maine on July 1, 2011 (certificate number EC 111107). Dr. Bonney's medical residency is in the medical specialty of psychiatry. That certificate expired on June 30, 2014.

2. On April 8, 2014, Dr. Bonney entered into a Consent Agreement with the Board resolving Complaint No. CR12-104. Dr. Bonney admitted that he engaged in unprofessional conduct in violation of 32 M.R.S. § 3282-A(2)(F) by making purposefully dishonest statements to the Board in his response to complaint CR11-480 by denying any use of alcohol and attributing positive urine screens to his use of alcohol-based hand sanitizer. In accordance with that Consent Agreement the Board imposed discipline that included a reprimand, a fine, and two year license probation with conditions. The Board also agreed to issue a renewal of Dr. Bonney's Temporary Educational Certificate for one year subject to the discipline and conditions imposed upon his application therefor.

3. On July 1, 2014, the Board issued Dr. Bonney an Educational Certificate for one year (certificate number EC 141004).

4. On March 9, 2015, the Board received Dr. Bonney's application for a permanent license to practice medicine in Maine. On his application, Dr. Bonney disclosed information regarding his prior discipline, criminal history, and substance use disorder. Dr. Bonney's period of probation imposed by the April 8, 2014 Consent Agreement does not terminate until April 8, 2016.

5. Pursuant to 32 M.R.S. § 3271(5), an applicant may not be licensed unless the Board finds that the applicant is qualified and no cause exists, as set forth in section 3282-A, that may be considered grounds for disciplinary action against a licensed physician or surgeon.

6. Pursuant to 32 M.R.S. § 3282-A(2)(F), the Board may refuse to issue, or impose other discipline for unprofessional conduct.

7. On May 12, 2015, the Board reviewed the foregoing information and voted to preliminarily deny Dr. Bonney's application for permanent licensure. In lieu of the denial, the Board also voted to offer Dr. Bonney this Consent Agreement. Should Dr. Bonney decide to accept this Consent Agreement, he should sign it and date it in front of a notary and return it to the Maine Board of Licensure in Medicine, 137 State House Station, Augusta, Maine 04333-0137 on or before July 2, 2015. Should Dr. Bonney decide not to accept this Consent Agreement and wish to appeal the preliminary denial of his application for permanent licensure, Dr. Bonney must submit a written request for an adjudicatory hearing to the Board within thirty (30) days of receipt of the Notice of Preliminary Denial or the preliminary denial of his application will become final.

COVENANTS

8. Dr. Bonney admits the foregoing facts and that his prior conduct constitutes grounds for denial of licensure and imposition of other discipline pursuant to 32 M.R.S. § 3282-A(2)(F).

9. Dr. Bonney agrees to accept the continuation of his license probation and conditions imposed pursuant to the April 8, 2014 Consent Agreement until the original term of that probation is completed. The following provisions remain in effect until April 8, 2016, and written notification of the successful completion of probation is issued by the Board:

A LICENSE PROBATION with conditions through April 8, 2016. The conditions of probation shall include:

(1) Abstinence. Dr. Bonney agrees that he shall completely abstain from the use of any and all Prohibited Substances. "Prohibited Substances"[1] as used throughout this Consent Agreement shall mean: benzodiazepines; sedatives; hypnotics or similar drugs; opiates; Fentanyl; morphine; Demerol; Vicodin; Percocet; amphetamines; mood, consciousness or mind altering substances, whether illicit or not; and all drugs , except those which are dispensed to or prescribed for him by a single primary care physician/medical provider approved by the Board pursuant to this Consent Agreement, unless the circumstances constitute a genuine medical or surgical emergency.

(a). Prescription Medication. If any controlled drug is dispensed or prescribed for Dr. Bonney for a personal medical condition, Dr. Bonney 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, including the identification of the controlled drug. The Board shall be apprised of all continuing

[1] This definition excludes "alcohol."

pertinent circumstances regarding continued use of the controlled drug, and a written report thereof shall be submitted to the Board.

(b). Future Use of Prohibited Substances Shall Result in Loss of Licensure. Dr. Bonney agrees and understands that any reliable evidence of his use during the period of probation, whether in Maine or elsewhere, of any Prohibited Substance, except as permitted herein, SHALL RESULT IN THE IMMEDIATE, AUTOMATIC SUSPENSION OF LICENSURE PENDING HEARING, AND PROOF OF USE MAY RESULT IN PERMANENT REVOCATION OF LICENSURE.

(2). SINGLE PHYSICIAN/MEDICAL PROVIDER. Dr. Bonney agrees and understands that, with the sole exception of medications permitted by the Board to be prescribed to him by a Board-approved treating physician/medical provider, he shall only obtain his prescription medication(s) from a single physician/medical provider approved by the Board. Dr. Bonney agrees and understands that he will not make any unilateral changes to the medication regimen prescribed for him by his Board approved physician/medical provider. In addition, Dr. Bonney agrees that any and all prescriptions for medications that are prescribed to him by his Board-approved physician/medical provider shall be filled by him at a single pharmacy.

(3). TOXICOLOGICAL TESTING. Dr. Bonney understands and agrees that, for the duration of probation, he will undergo toxicological testing to determine whether he has used a Prohibited Substance as defined above. Dr. Bonney irrevocably agrees that the Board and the Maine Department of Attorney General will have full access to all information involved in the process of the toxicological testing, including but not limited to test data and reports. Dr. Bonney shall execute any and all releases necessary for the Board and/or the Attorney General to have full access to all information related to his toxicological testing. The toxicological testing shall be through any of the following methods approved by the Board:

(a) Hair testing pursuant to a process approved by the Board;

(b) Urine testing pursuant to a process approved by the Board;

(c) Blood testing pursuant to a process approved by the Board.

For the purposes of this section, it is understood by the parties that the Board shall initially approve toxicological hair testing; however, nothing in this section shall be deemed to limit in any way the Board's authority to direct that Dr. Bonney undergo toxicological testing of his urine or blood.

(4). SUPERVISING PHYSICIAN. Dr. Bonney shall, immediately following the execution of this Consent Agreement, confirm the identity of his

Supervising Physician (the "Supervising Physician"), to the Board. The Board shall have the sole discretion to deny or approve any Supervising Physician proposed by Dr. Bonney. The Supervising Physician shall personally oversee the toxicological testing by a method approved by the Board of Dr. Bonney for the presence of Prohibited Substances. Under no circumstances shall Dr. Bonney fail to appear and/or provide a sample for testing as required by this Consent Agreement.

(a). Process. All hair, blood or urine samples shall be handled through legal chain of custody methods. All hair, blood or urine 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 amphetamines.

(b). Frequency of Toxicological Testing. It is Dr. Bonney's obligation to ensure that he complies with the following schedule of toxicological testing:

(i) Hair testing. If this method of testing is approved by the Board, Dr. Bonney shall, following the execution of this Consent Agreement, provide hair samples for testing for the presence of Prohibited Substances at least once per calendar month.

(ii) Blood/Urine. If this method of testing is approved by the Board, Dr. Bonney shall, following the execution of this Consent Agreement, provide blood/urine samples for testing for the presence of Prohibited Substances at least twenty (20) times per calendar year.

Failure to maintain this schedule shall be cause for suspension, non-renewal or revocation of Dr. Bonney's license to practice medicine, unless proof of genuine emergent medical circumstances (for Dr. Bonney or a patient) exist which warrant less serious disciplinary actions being taken by the Board.

(c). Methodology of Toxicological Testing. Any toxicological testing performed on Dr. Bonney that initially indicates his use of a Prohibited Substance shall automatically result in an LC-MS confirmation test. If the LC-MS confirmation test is "positive" for the presence of a Prohibited Substance, then the test result will be "positive."

(d). Reporting Test Results. It is Dr. Bonney's responsibility to ensure that all test results are reported to the Board in accordance with the following:

(i). Immediate Report of Positive Test Results. Any "positive" toxicological test result evidencing any level of a Prohibited Substance 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 toxicological tests shall be sent to the Board monthly, together with an explanation of the dates and times samples were provided and tests made, the type(s) of tests made, and the substances tested for (together with detectable levels tested for), and the test results. Dr. Bonney 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, Dr. Bonney hereby waives all claims of confidentiality and privilege with respect to all toxicological tests taken and toxicological test results pursuant to this Consent Agreement. Dr. Bonney 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 toxicological test evidencing the presence of any Prohibited Substance, shall raise a rebuttable presumption that such substance was in fact used by Dr. Bonney. Such a positive test result shall alone be sufficient to prove the use of the Prohibited Substance by Dr. Bonney. Dr. Bonney further agrees that the result of the toxicological test may be admitted into evidence in any proceeding regarding his license to practice medicine, whether before the Board or before a Court of competent jurisdiction. Dr. Bonney is hereby advised that ingestion of poppy seeds has from time to time been raised as a defense to a positive screen result for morphine and/or opiates. For that reason, Dr. Bonney agrees to refrain from ingesting poppy seeds in any food substances during the period of probation. In the event that Dr. Bonney has a positive screen for morphine and/or opiates, Dr. Bonney agrees that the ingestion of poppy seeds shall not constitute a defense to such a positive screen.

(f). Immediate, Automatic Suspension for Positive Test. If any toxicological test is reported to be "positive" (as defined above) then the result shall be the immediate, automatic suspension of Dr. Bonney's license to practice medicine, 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 Dr. Bonney 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 Dr. Bonney Used Any Prohibited Substance. After receiving a positive report evidencing use by Dr. Bonney of any Prohibited Substance, the Board shall investigate the situation, including initiating a complaint and demanding a written response from Dr. Bonney. The Board will hold a hearing within 30 days of the automatic suspension or as soon thereafter as practicable (unless both Dr. Bonney 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 Dr. Bonney to maintain the sampling schedule; to appear when demanded to provide a sample; or to provide testable samples upon being demanded to do so shall be dealt with as follows:

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

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

(iii). Board Action. The Board may order Dr. Bonney's 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.

(5) PROFESSIONAL MANAGEMENT.

(a). Substance Misuse Treatment. Within thirty (30) days following the execution of this Consent Agreement, Dr. Bonney shall confirm the name the licensed substance misuse health care provider with whom Dr. Bonney is engaged in substance misuse treatment and as frequently and for as long as determined necessary by the provider(s). The Board shall retain the sole

discretion, without hearing, to grant or deny approval of the provider(s) proposed by Dr. Bonney. In the event that the Board-approved substance misuse provider indicates that no on-going treatment for substance misuse is necessary, he/she shall provide the Board with a formal substance abuse evaluation to support his/her opinion.

(b). Prior Evaluation and Treatment Records. The Board and Dr. Bonney agree that Dr. Bonney shall execute all releases necessary to permit the transmission and disclosure of all records from any previous substance misuse treatment providers to the Board approved substance misuse treatment provider. In addition, by entering into this Consent Agreement, Dr. Bonney expressly consents to the Board's release of any evaluations in its possession to his Board-approved substance misuse treatment provider.

(c). Communication of Substance Misuse Treatment Providers. The Board and Dr. Bonney agree that all substance misuse 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). Dr. Bonney waives any privileges concerning such information, reports, records, and communications among his substance misuse treatment providers and the Board.

(d). Change of Substance Misuse Care Provider. If Dr. Bonney desires to change his substance misuse health care provider, 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 substance misuse care provider and the proposed new substance misuse health care provider or 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. If the request is denied, nothing precludes Dr. Bonney from proposing another substance misuse care provider for approval. In requesting a change of the substance misuse care provider, Dr. Bonney understands that the Board may inquire into any issues it deems pertinent with any person, including, without limitation, contacting directly the current substance misuse care provider.

(e). Reports from Substance Misuse Treatment Provider. Dr. Bonney shall ensure that the Board-approved treatment provider(s) submit(s) to the Board (a) written report(s) every ninety (90) days regarding: Dr. Bonney's compliance with his schedule of meetings; Dr. Bonney's ability to continue practicing medicine; and the prognosis of Dr. Bonney's continued recovery. In addition, the treatment providers shall immediately notify the Board in writing whenever: (1) in his/her professional judgment, Dr. Bonney poses a potential danger to the health, safety and welfare of patients; or (2) Dr. Bonney terminates

treatment or is non-compliant with the treatment plan. Dr. Bonney hereby waives any privileges concerning such information, reports, records and disclosures to the Board.

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

(6) Notification to Employer(s)/Potential Employers/Licensing Jurisdictions. Dr. Bonney shall provide a copy of this Consent Agreement to any employer(s) or potential employer(s), postgraduate training programs and fellowships, and to any jurisdiction in which he holds or seeks a medical license.

10. Dr. Bonney agrees and understands that the Board and the Department of Attorney General shall have complete access to his present and future counseling records regarding chemical dependency and/or substance misuse and to all otherwise confidential data pertaining to treatment or monitoring of Dr. Bonney for substance misuse. Dr. Bonney 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 during the term of this Consent Agreement. 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, Dr. Bonney agrees to personally obtain such information and furnish it to the Board.

11. 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 Dr. Bonney (other than the receipt of an initial "positive" test, the consequence of which is described above) shall result in the immediate, and automatic suspension of Dr. Bonney's license to practice medicine in accordance with 32 M.R.S. § 3286, and subject to 5 M.R.S. § 10004(3). The automatic suspension of Dr. Bonney's license to practice medicine shall become effective at the time that he receives actual notice from the Board that a report of violation(s) has been made. Actual notice can be provided by telephone, in person, in writing, by another means or any combination of the above-referenced means. The indefinite, automatic suspension shall continue until the Board holds a hearing on the matter, unless the Board earlier determines that the report

is without merit or decides that no further sanction is warranted.

b. Continued Suspension; Other Sanctions. Dr. Bonney's 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 30 days of the automatic suspension pursuant to 5 M.R.S. § 10004(3) (unless both Dr. Bonney and the Board agree to hold the hearing later) and shall be held pursuant to the Maine Administrative Procedure Act. The Board may impose such other discipline, including without limitation, fines, further suspension, probation, non-renewal or revocation of licensure, as the Board after hearing deems appropriate.

c. General Acknowledgment. Dr. Bonney 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 license to practice medicine, including but not limited to an order issued by the Board, after hearing, modifying, suspending, or revoking his license. In addition, Dr. Bonney agrees and acknowledges that, pursuant to 10 M.R.S. § 8003(5), the Board has the authority to suspend or revoke his license to practice medicine for any violation of the terms or conditions of this Consent Agreement.

12. Dr. Bonney shall have his supervising physician and all treatment providers read, date, and sign a copy of the Consent Agreement (the "Designated Copy"). Dr. Bonney shall retain a copy of the Consent Agreement signed by all of the aforementioned individuals at his practice locations and shall produce it upon request of the Board or its agent(s). Dr. Bonney shall ensure that he provides the Board with a copy of the signature page containing the signatures of his supervising physician and substance misuse health care provider. Dr. Bonney 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.

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

13. 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:

b. Address Change. If Dr. Bonney 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, Dr. Bonney shall notify the Board of any attempts to seek licensure in another jurisdiction, and shall disclose to the licensing authority in such jurisdiction of his status with this Board.

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

14. The Board voted at its May 12, 2015 meeting that upon execution of this Consent Agreement, the Board issue a license to Dr. Bonney contingent upon his meeting all other licensure requirements.

15. The conditions of probation imposed by this Consent Agreement on Dr. Bonney's license to practice medicine shall remain in effect until April 8, 2016, or until amended or rescinded in writing by the parties hereto. Upon Dr. Bonney's successful completion of probation, the Board shall notify Dr. Bonney in writing of the termination of his probation and conditions.

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

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

18. 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.

19. This Consent Agreement constitutes discipline/adverse licensing action and is reportable to the National Practitioner Data Bank, the Federation of State Medical Boards, and other licensing jurisdictions.

20. Dr. Bonney has had an opportunity to consult with legal counsel regarding the terms and conditions of this Consent Agreement. Dr. Bonney has been represented by Christopher C. Taintor, Esq.

21. For the purposes of this Consent Agreement, "execution" means the date on which the final signature is affixed to this Consent Agreement.

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

Dated: 6/5/2015

CAMERON R. BONNEY, M.D.

STATE OF Maine
Cumberland, S.S. (County)

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

Dated: 6/5/15

NOTARY PUBLIC/~~ATTORNEY~~

MY COMMISSION ENDS: _____

BRIDGET E. EVEREST
Notary Public, Maine
My Commission Expires
November 21, 2016

Dated: June 5, 2015

CHRISTOPHER C. TAINTOR, ESQ.
Attorney for Cameron R. Bonney, M.D.

STATE OF MAINE BOARD OF
LICENSURE IN MEDICINE

Dated: 6/9/15

DAVID D. JONES, M.D., Acting Chairman

STATE OF MAINE DEPARTMENT
OF ATTORNEY GENERAL

Dated: June 9, 2015

MICHAEL MILLER
Assistant Attorney General

Effective Date: June 9, 2015

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

IN RE:	)	
CAMERON R. BONNEY, M.D.	)	CONSENT AGREEMENT
Complaint No. CR12-104	)	
	)	

This document is a Consent Agreement, effective when signed by all parties, regarding: (1) discipline imposed upon the Temporary Educational Certificate to practice in a medical residency in the State of Maine to Cameron R. Bonney, M.D.; and (2) issuance of a one-year extension of the Temporary Educational Certificate to practice in a medical residency in the State of Maine to Cameron R. Bonney, M.D. subject to conditions. The parties to this Consent Agreement are: Cameron R. Bonney, M.D. ("Dr. Bonney"), the State of Maine Board of Licensure in Medicine (the "Board") and the Maine Office of the Attorney General. In the event that Dr. Bonney applies for a medical license in Maine, this Consent Agreement does not prevent the Board from taking other action authorized by law and not identified in this Consent Agreement with regard to that application due to the difference between the level of supervision and autonomy as a medical resident and a fully licensed physician.

STATEMENT OF FACTS

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1. The Board first issued Dr. Bonney a Temporary Educational Certificate to practice medicine in a residency program in Maine on July 1, 2011. Dr. Bonney's medical residency is in the medical specialty of psychiatry.

2. On November 7, 2011, the Board received written notification from Dr. Palmer of the Medical Professionals Health Program ("MPHP") that Dr. Bonney had twice tested positive for alcohol, but that Dr. Bonney denied drinking alcohol and claimed "his overuse of hand sanitizer is the source of the positive results." The MPHP and Dr. Palmer rejected as scientifically implausible Dr. Bonney's claim that the test results were "generated from incidental exposure" and chose to "increase his testing frequency" and intensify his counseling.

3. On November 8, 2011, the Board reviewed the information provided by the MPHP, and initiated a complaint against Dr. Bonney alleging unprofessional conduct and habitual substance abuse, and sent it to him for a response. The Board docketed the complaint as CR11-480.

4. On February 21, 2012, the Board received Dr. Bonney's response to complaint CR11-480. It spanned 11 pages and included 16 medical papers, which he submitted in support of his assertion that he did not consume any alcohol and that the positive tests for alcohol resulted from his use of alcohol-based hand sanitizer. Dr. Bonney stated unequivocally that he was "abstinent continuously" and "I did not drink alcohol." Dr. Bonney claimed to regard the MPHP "as valuable supports" in his recovery. Dr. Bonney stated that he "was fully cognizant of [his] need to remain abstinent from drinking alcohol" and assured the Board that, if he had used

alcohol, "[he] would admit it and take responsibility for what I had done." Dr. Bonney asserted the test results were "false positives" because he knew "that I did not drink alcohol." The remaining 10 pages of Dr. Bonney's response purported to be a scientific explanation as to why, contrary to the conclusion of the MPHP experts, the results of his tests were "false positives."

5. On March 12, 2012, the Board reviewed Complaint CR11-480, including Dr. Bonney's written response, credited his claims of abstinence from alcohol, and dismissed the complaint. In addition, on April 10, 2012, the Board issued Dr. Bonney a letter of guidance advising him: (1) to avoid use or ingestion of any product known to contain alcohol; and (2) that his "use of any substance containing alcohol even as an incidental component" would not be accepted as a defense to future positive tests. The letter of guidance also specifically informed Dr. Bonney that "failure to heed this guidance might lead to a disciplinary proceeding."

6. On June 12, 2012, the Board received written notification from the MPHP that Dr. Bonney had again tested positive for alcohol use, that he had "voluntarily disclosed the violation of his contract with us," and that he would "continue to be monitored under a monitoring contract but future discussions will ensue to determine the next step for his care." On June 12, 2012, Board staff contacted the MPHP to clarify its report, and learned that Dr. Bonney had "engaged in social drinking with friends on the weekend."

CRB

7. On June 12, 2012, the Board reviewed the information provided by the MPHP, initiated a second complaint (CR12-104) against Dr. Bonney alleging unprofessional conduct and habitual substance abuse, and sent it to him for a response. The Board docketed that complaint as CR12-104. In addition, the Board directed that Dr. Bonney undergo a neuropsychological evaluation pursuant to 32 M.R.S. § 3286.

8. On August 22, 2012, the Board received Dr. Bonney's response to Complaint CR12-104. In his response, Dr. Bonney admitted consuming alcohol in violation of his contract with the MPHP. In stark contrast to his response to the first complaint, Dr. Bonney alleged that the reason that he entered the MPHP was not because he thought it would benefit his recovery, but because he believed that he would not get a license unless he did so. Dr. Bonney stated that he would have said/done "anything in the world to keep [his residency]." In addition, Dr. Bonney asserted that the MPHP "staff have no idea who I am, what my issues were, or what I might need now" and that its program was "restrictive, punitive, expensive, and unnecessary." Dr. Bonney admitted that he previously lied to the MPHP and the Board about his "abstinence from alcohol." Contrary to what he stated in his response to Complaint CR11-480, Dr. Bonney stated in his response to Complaint CR12-104 that he "consume[s] alcohol socially and [has] consumed alcohol socially since [he] arrived in Maine and even before." Dr. Bonney stated that the reason he lied about abstaining from alcohol was because he felt "obliged" to tell it "what [he] thought the Board would want to hear." Dr. Bonney then asserted that he had no problem with alcohol and "suffered no ill consequences except those imposed on me by the Board and the MPHP." Dr. Bonney concluded by asking that the Board "not stand in [his] way"

9. On September 24, 2012, the Board received written notification from the MPHP

that Dr. Bonney left its program despite its recommendation that he continue "participation and monitoring."

10. On December 6, 2012, the Board received the results of an evaluation performed of Dr. Bonney by Jonathan Siegel, Ph.D. This was the first time that the Board learned that Dr. Bonney had "an historical problem" with the illicit use of both prescription and illegal drugs which reportedly ended 15 months prior to his application for a Temporary Educational Certificate from the Board. According to the evaluation, Dr. Bonney admitted that despite his written contract with the MPHP he continued to consume alcohol, and that he lied to the MPHP about not consuming it. Dr. Bonney explained why he lied to the MPHP and the Board, stating "that the inclusion of the research on the subject of EtG was an effort to put the burden of proof back on the [M]PHP and the Board." According to the evaluation, when the Board dismissed the first complaint and issued him a letter of guidance Dr. Bonney felt "it was a win for [him], even though an untruthful win... having some control over things again."

11. On January 13, 2013, the Board reviewed the second complaint, including Dr. Siegel's evaluation of Dr. Bonney. Following its review, the Board determined that it did not have enough information upon which to make a decision, and directed that Dr. Bonney undergo a specific evaluation for alcohol abuse/dependence by an addictionologist.

CRB

12. On November 12, 2013, the Board reviewed the report of Dr. Bonney's evaluation by addictionologist James W. Berry, M.D. Following its review, the Board voted to schedule Complaint CR12-104 for an adjudicatory hearing. In addition, the Board voted to offer Dr. Bonney this Consent Agreement to resolve the matter without further proceedings.

13. On February 21, 2014, the Board received a notification from the residency program requesting a one-year extension of Dr. Bonney's Temporary Educational Certificate. Although the Board has not yet received an application from Dr. Bonney to renew his Temporary Educational Certificate, it expects that he will be filing one.

14. This Consent Agreement has been negotiated by and between legal counsel for Dr. Bonney and the Maine Office of the Attorney General in order to resolve Complaint CR12-104 and Dr. Bonney's anticipated filing of an application to renew his Temporary Educational Certificate for one-year without an adjudicatory hearing. Absent Dr. Bonney's acceptance of this Consent Agreement by signing it, dating it, having it notarized, and returning it to the Maine Board of Licensure in Medicine, 137 State House Station, Augusta, Maine 04333-0137, on or before April 15, 2014, the Board will resolve these matters by holding an adjudicatory hearing.

15. By signing this Consent Agreement, Dr. Bonney waives any and all objections to, and hereby consents to allow the Board's legal counsel to present this proposed Consent Agreement to the Board for possible ratification. Dr. Bonney also forever waives any arguments of bias or otherwise against any of the Board members based solely upon its failure to ratify this proposed Consent Agreement.

COVENANTS

In lieu of proceeding to an adjudicatory hearing the Board and Dr. Bonney agree to the following disposition.

16. Dr. Bonney admits that with regard to Complaint CR12-104: he engaged in unprofessional conduct in violation of 32 M.R.S. § 3282-A(2)(F) by making purposefully dishonest statements to the Board in his response to complaint CR11-480 by denying any use of alcohol and attributing the positive urine screens to his use of alcohol-based hand sanitizer. Dr. Bonney admits that such conduct constitutes grounds for discipline of his Temporary Educational Certificate issued by the Board and the denial of an application to renew his Temporary Educational Certificate.

17. The Board agrees to issue, upon receipt of an application from Dr. Bonney, the renewal of his Temporary Educational Certificate for one year subject to the discipline and conditions imposed pursuant to paragraph 18 below.

18. For the conduct admitted above, Dr. Bonney agrees to accept and the Board agrees to issue the following discipline regarding Dr. Bonney's Temporary Educational Certificate:

CRB

a. A REPRIMAND effective on the date of the execution of this Consent Agreement. As a medical professional and licensee of the Board, Dr. Bonney was responsible for being honest and forthright in all his communications with the Board and with the medical professionals of the MPHP who were involved in his care and monitoring. Dr. Bonney shall not again engage in this type of dishonest and unethical behavior.

b. A FINE of One Thousand Five Hundred Dollars and Zero Cents ($1,500.00). Dr. Bonney shall ensure that he pays the $1,500 fine within six (6) months following the execution of this Consent Agreement. Dr. Bonney shall remit payment of the $1,500 fine to the Maine Board of Licensure in Medicine, 137 State House Station, Augusta, Maine 04333-0137. The fine shall be made payable to "Treasurer, State of Maine."

c. Accept a LICENSE PROBATION with conditions for two (2) years, which probation shall commence following the execution of this Consent Agreement. The conditions of probation shall include:

(1) Abstinence. Dr. Bonney agrees that he shall completely abstain from the use of any and all Prohibited Substances. "Prohibited Substances"[1] as used

[1] This definition excludes "alcohol."

throughout this Consent Agreement shall mean: benzodiazepines; sedatives; hypnotics or similar drugs; opiates; Fentanyl; morphine; Demerol; Vicodin; Percocet; amphetamines; mood, consciousness or mind altering substances, whether illicit or not; and all drugs , except those which are dispensed to or prescribed for him by a single primary care physician/medical provider approved by the Board pursuant to this Consent Agreement, unless the circumstances constitute a genuine medical or surgical emergency.

(a). Prescription Medication. If any controlled drug is dispensed or prescribed for Dr. Bonney for a personal medical condition, Dr. Bonney or the Supervising Physician (designated pursuant to Paragraph 18.c.4, below) 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, including the identification of the controlled drug. The Board shall be apprised of all continuing pertinent circumstances regarding continued use of the controlled drug, and a written report thereof shall be submitted to the Board.

(b). Future Use of Prohibited Substances Shall Result in Loss of Licensure. Dr. Bonney agrees and understands that any reliable evidence of his use during the period of probation , whether in Maine or elsewhere, of any Prohibited Substance identified in paragraph 18(c)(1), except as permitted herein, SHALL RESULT IN THE IMMEDIATE, AUTOMATIC SUSPENSION OF LICENSURE PENDING HEARING, AND PROOF OF USE MAY RESULT IN PERMANENT REVOCATION OF LICENSURE.

(2). SINGLE PHYSICIAN/MEDICAL PROVIDER. Dr. Bonney agrees and understands that, with the sole exception of medications permitted by the Board to be prescribed to him by a Board-approved treating physician/medical provider, he shall only obtain his prescription medication(s) from a single physician/medical provider approved by the Board. Dr. Bonney agrees and understands that he will not make any unilateral changes to the medication regimen prescribed for him by his Board approved physician/medical provider. In addition, Dr. Bonney agrees that any and all prescriptions for medications that are prescribed to him by his Board-approved physician/medical provider shall be filled by him at a single pharmacy.

(3). TOXICOLOGICAL TESTING. Dr. Bonney understands and agrees that, for the duration of probation, he will undergo toxicological testing to determine whether he has used a Prohibited Substance as defined in paragraph 18(c)(1) above. Dr. Bonney irrevocably agrees that the Board and the Maine Department of Attorney General will have full access to all information involved in the process of the toxicological testing, including but not limited to test data and reports. Dr. Bonney shall execute any and all releases necessary for the Board and/or the Attorney General to have full access to all information related to his toxicological testing. The toxicological testing shall be through any of the following methods approved by the Board:

(a) Hair testing pursuant to a process approved by the Board;

(b) Urine testing pursuant to a process approved by the Board;

(c) Blood testing pursuant to a process approved by the Board.

For the purposes of this section, it is understood by the parties that the Board shall initially approve toxicological hair testing; however, nothing in this section shall be deemed to limit in any way the Board's authority to direct that Dr. Bonney undergo toxicological testing of his urine or blood.

(4). SUPERVISING PHYSICIAN. Dr. Bonney shall, immediately following the execution of this Consent Agreement, propose a Supervising Physician (the "Supervising Physician"), to the Board. The Board shall have the sole discretion to deny or approve any Supervising Physician proposed by Dr. Bonney. The Supervising Physician shall personally oversee the toxicological testing by a method approved by the Board of Dr. Bonney for the presence of Prohibited Substances. Under no circumstances shall Dr. Bonney fail to appear and/or provide a sample for testing as required by this Consent Agreement.

ORB

(a). Process. All hair, blood or urine samples shall be handled through legal chain of custody methods. All hair, blood or urine 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 amphetamines.

(b). Frequency of Toxicological Testing. It is Dr. Bonney's obligation to ensure that he complies with the following schedule of toxicological testing:

(i) Hair testing. If this method of testing is approved by the Board, Dr. Bonney shall, following the execution of this Consent Agreement, provide hair samples for testing for the presence of Prohibited Substances at least once per calendar month.

(ii) Blood/Urine. If this method of testing is approved by the Board, Dr. Bonney shall, following the execution of this Consent Agreement, provide blood/urine samples for testing for the presence of Prohibited Substances at least twenty (20) times per calendar year.

Failure to maintain this schedule shall be cause for suspension, non-renewal or revocation of Dr. Bonney's Temporary Educational Certificate, unless proof of genuine emergent medical circumstances (for Dr. Bonney or a patient) exist which warrant less serious disciplinary actions being taken by the Board.

(c). Methodology of Toxicological Testing. Any toxicological testing performed on Dr. Bonney that initially indicates his use of a Prohibited Substance shall automatically result in an LC-MS confirmation test. If the LC-MS confirmation test is "positive" for the presence of a Prohibited Substance, then the test result will be "positive."

(d). Reporting Test Results. It is Dr. Bonney's responsibility to ensure that all test results are reported to the Board in accordance with the following:

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

ORB

(ii). Reporting Negative Test Results. Written reports of all toxicological tests shall be sent to the Board monthly, together with an explanation of the dates and times samples were provided and tests made, the type(s) of tests made, and the substances tested for (together with detectable levels tested for), and the test results. Dr. Bonney 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, Dr. Bonney hereby waives all claims of confidentiality and privilege with respect to all toxicological tests taken and toxicological test results pursuant to this Consent Agreement. Dr. Bonney 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 toxicological test evidencing the presence of any Prohibited Substance, shall raise a rebuttable presumption that such substance was in fact used by Dr. Bonney. Such a positive test result shall alone be sufficient to prove the use of the Prohibited Substance by Dr. Bonney. Dr. Bonney further agrees that the result of the toxicological test may be admitted into evidence in any proceeding regarding his Temporary Educational Certificate, whether before the Board or before a Court of competent jurisdiction. Dr. Bonney is hereby advised that ingestion of poppy seeds has from time to time been raised as a defense to a positive screen result for morphine and/or opiates. For that reason,

Dr. Bonney agrees to refrain from ingesting poppy seeds in any food substances during the period of probation. In the event that Dr. Bonney has a positive screen for morphine and/or opiates, Dr. Bonney agrees that the ingestion of poppy seeds shall not constitute a defense to such a positive screen.

(f). Immediate, Automatic Suspension for Positive Test. If any toxicological test is reported to be "positive" (as defined in Paragraph 18.c.4.c, above) then the result shall be the immediate, automatic suspension of Dr. Bonney's Temporary Educational Certificate, 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 Dr. Bonney 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 Dr. Bonney Used Any Prohibited Substance. After receiving a positive report evidencing use by Dr. Bonney of any Prohibited Substance, the Board shall investigate the situation, including initiating a complaint and demanding a written response from Dr. Bonney. The Board will hold a hearing within 30 days of the automatic suspension or as soon thereafter as practicable (unless both Dr. Bonney and the Board agree to hold the hearing later) and it shall be held pursuant to the Maine Administrative Procedure Act.

CRB

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

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

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

(iii). Board Action. The Board may order Dr. Bonney's Temporary Educational Certificate 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.

(5) PROFESSIONAL MANAGEMENT.

(a). Substance Misuse Treatment. Within thirty (30) days following the execution of this Consent Agreement, Dr. Bonney shall submit for Board approval the name and qualifications of a licensed substance misuse health care provider with whom Dr. Bonney shall engage in substance misuse treatment and as frequently and for as long as determined necessary by the provider(s). The Board shall retain the sole discretion, without hearing, to grant or deny approval of the provider(s) proposed by Dr. Bonney. In the event that the Board-approved substance misuse provider indicates that no on-going treatment for substance misuse is necessary, he/she shall provide the Board with a formal substance abuse evaluation to support his/her opinion.

ORB

(b). Prior Evaluation and Treatment Records. The Board and Dr. Bonney agree that Dr. Bonney shall execute all releases necessary to permit the transmission and disclosure of all records from any previous substance misuse treatment providers to the Board approved substance misuse treatment provider. In addition, by entering into this Consent Agreement, Dr. Bonney expressly consents to the Board's release of any evaluations in its possession to his Board-approved substance misuse treatment provider.

(c). Communication of Substance Misuse Treatment Providers. The Board and Dr. Bonney agree that all substance misuse 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). Dr. Bonney waives any privileges concerning such information, reports, records, and communications among his substance misuse treatment providers and the Board.

(d). Change of Substance Misuse Care Provider. If Dr. Bonney desires to change his substance misuse health care provider, 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 substance misuse care provider and the proposed new substance misuse health care provider or 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. If the request is denied, nothing precludes Dr. Bonney from proposing another substance misuse care provider for approval. In requesting a change of the substance misuse care provider, Dr. Bonney understands that the Board may inquire into any issues it deems pertinent with any person, including, without limitation, contacting directly the current substance misuse care provider.

(e). Reports from Substance Misuse Treatment Provider. Dr. Bonney shall ensure that following the commencement of probation the Board-approved treatment provider(s) submit(s) to the Board (a) written report(s) every ninety (90) days regarding: Dr. Bonney's compliance with his schedule of meetings; Dr. Bonney's ability to continue practicing medicine; and the prognosis of Dr. Bonney's continued recovery. In addition, the treatment providers shall immediately notify the Board in writing whenever: (1) in his/her professional judgment, Dr. Bonney poses a potential danger to the health, safety and welfare of patients; or (2) Dr. Bonney terminates treatment or is non-compliant with the treatment plan. Dr. Bonney hereby waives any privileges concerning such information, reports, records and disclosures to the Board.

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

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(6) Notification to Employer(s)/Potential Employers/Licensing Jurisdictions. Dr. Bonney shall provide a copy of this Consent Agreement to any employer(s) or potential employer(s), postgraduate training programs and fellowships, and to any jurisdiction in which he holds or seeks a medical license.

19. WAIVER OF CONFIDENTIALITY AND RELEASE OF RECORDS.

Dr. Bonney agrees and understands that the Board and the Department of Attorney General shall have complete access to his present and future counseling records regarding chemical dependency and/or substance misuse and to all otherwise confidential data pertaining to treatment or monitoring of Dr. Bonney for substance misuse. Dr. Bonney 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 during the term of this Consent

Agreement. 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, Dr. Bonney agrees to personally obtain such information and furnish it to the Board.

20. 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 Dr. Bonney (other than the receipt of an initial "positive" test, the consequence of which is described in Paragraph 18.c.4.c, above) shall result in the immediate, and automatic suspension of Dr. Bonney's Temporary Educational Certificate in accordance with 32 M.R.S.A. §3286, and subject to 5 M.R.S.A. §10004(3). The automatic suspension of Dr. Bonney's Temporary Educational Certificate 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.

CRB

b. Continued Suspension; Other Sanctions. Dr. Bonney's 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 30 days of the automatic suspension pursuant to 5 M.R.S.A. §10004(3) (unless both Dr. Bonney and the Board agree to hold the hearing later) and shall be held pursuant to the Maine Administrative Procedure Act. The Board may impose such other discipline, including without limitation, fines, further suspension, probation, non-renewal or revocation of licensure, as the Board after hearing deems appropriate.

c. General Acknowledgment. Dr. Bonney 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 Temporary Educational Certificate, including but not limited to an order issued by the Board, after hearing, modifying, suspending, or revoking his license. In addition, Dr. Bonney agrees and acknowledges that, pursuant to 10 M.R.S. § 8003(5), the Board has the authority to suspend or revoke his Temporary Educational Certificate for any violation of the terms or conditions of this Consent Agreement.

21. DESIGNATED COPY OF CONSENT AGREEMENT.

Dr. Bonney shall have his supervising physician and all treatment providers read, date, and sign a copy of the Consent Agreement (the "Designated Copy"). Dr. Bonney shall retain a copy of the Consent Agreement signed by all of the aforementioned individuals at his practice locations and shall produce it upon request of the Board or its agent(s). Dr. Bonney shall ensure that he provides the Board with a copy of the signature page containing the signatures of his supervising physician and substance misuse health care provider. Dr. Bonney 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.

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

22. 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.

CRB

(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:

Cameron R. Bonney, M.D.
Maine Medical Center
Department of Medical Education
355 Brighton Ave, 3rd Floor
Portland, ME 04102

b. Address Change. If Dr. Bonney 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, Dr. Bonney shall notify the Board of any attempts to seek licensure in another jurisdiction, and shall disclose to the licensing authority in such jurisdiction of his status with this Board.

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

23. DURATION OF CONSENT AGREEMENT.

The conditions of probation imposed by this Consent Agreement on Dr. Bonney's Educational Certificate shall remain in effect for two (2) years following the execution of this Consent Agreement until or unless they are amended or rescinded in writing by the parties hereto. Upon Dr. Bonney's successful completion of probation, the Board shall notify Dr. Bonney in writing of the termination of his probation and conditions.

ORB

24. AMENDMENT OF CONSENT AGREEMENT.

Dr. Bonney waives his right to a hearing before the Board or any court regarding all findings, terms and conditions of this Consent Agreement. Dr. Bonney agrees that this Consent Agreement is a final order resolving Complaint CR 12-104, and is not appealable and is effective until modified or rescinded by the parties hereto. This Consent Agreement cannot be amended orally. It can only be amended by a writing signed by the parties hereto and approved by the Office of Attorney General. Requests for amendments to this Consent Agreement by Dr. Bonney shall be made in writing and submitted to the Board. Dr. Bonney shall bear the burden of demonstrating that the Board should amend the Consent Agreement. The Board shall have the sole discretion to: (a) deny Dr. Bonney's request; (b) grant Dr. Bonney's request; and/or (c) grant Dr. Bonney's request in part as it deems appropriate to ensure the protection of the public. Any decision by the Board as a result of Dr. Bonney's request to modify this Consent Agreement need not be made pursuant to a hearing and is not appealable to any court.

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

26. 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.

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

28. ADVICE OF COUNSEL. Dr. Bonney has had an opportunity to consult with legal counsel regarding the terms and conditions of this Consent Agreement. Dr. Bonney has been represented by Christopher C. Taintor, Esq.

29. WAIVER OF RIGHT TO APPEAL CONSENT AGREEMENT.

Dr. Bonney waives his right to a hearing before the Board or any court regarding all facts, terms and conditions of this Consent Agreement. Dr. Bonney agrees that this Consent Agreement is a final order resolving Complaint CR 12-104 and his application to renew his Temporary Educational Certificate, and that it is not appealable and is effective until modified or rescinded in writing by the parties hereto.

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

31. For the purposes of this Consent Agreement, "execution" means the date on which the final signature is affixed to this Consent Agreement.

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

Dated: 4-4-2014

CAMERON R. BONNEY, M.D.

STATE OF Maine
Cumberland, S.S. (County)

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

Dated: 4-4-14

Susan N. Pollard
NOTARY PUBLIC/ATTORNEY

Susan N. Pollard
Notary Public, Maine
MY COMMISSION ENDS: Commission Expires May 17, 2019

Dated: April 4, 2014

Christopher Taintor
CHRISTOPHER C. TAINTOR, ESQ.
Attorney for Cameron R. Bonney, M.D.

STATE OF MAINE BOARD OF
LICENSURE IN MEDICINE

Dated: 4/8/14

Maroulla S. Gleaton
MAROULLA S. GLEATON, M.D., Chairman

STATE OF MAINE DEPARTMENT
OF ATTORNEY GENERAL

Dated: 4/8/14

DENNIS E. SMITH
Assistant Attorney General

Effective Date: 4/8/14