

**STATE OF MAINE
BOARD OF OSTEOPATHIC LICENSURE**

In re: ADAM P. CUGALJ, D.O. Complaint No. 2025-16	)))	CONSENT AGREEMENT
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This document is a Consent Agreement, effective when signed by all parties, regarding disciplinary action against the license to practice osteopathic medicine in the State of Maine held by Dr. Cugalj. The parties to the Consent Agreement are Adam P. Cugalj, D.O. (Dr. Cugalj), the State of Maine Board of Osteopathic Licensure (the Board), and the State of Maine Office of the Attorney General. This Consent Agreement is entered into pursuant to 10 M.R.S. § 8003(5)(B) and 32 M.R.S. § 2591-A.

STATEMENT OF FACTS

1. Dr. Cugalj was first licensed to practice osteopathic medicine in the State of Maine from June 8, 2023, license number DO3607. Dr. Cugalj's license was immediately suspended on May 8, 2025, and expired on May 31, 2025. Dr. Cugalj was first licensed by the New Hampshire Board of Medicine on June 4, 2008.
2. On or about March 3, 2025, the New Hampshire Office of Professional Licensing and Certification (NH OPLC) received a written complaint from a Complainant (L.N.) alleging professional misconduct involving Dr. Cugalj engaging in an inappropriate relationship with his patient, L.N. After investigation

and interviews with Dr. Cugalj and witnesses, NH OPLC Enforcement learned of further allegations that Dr. Cugalj placed an injection for L.N. and at least two more patients, as a treatment for muscle pain, without proper charting, and Dr. Cugalj used medication obtained from his workplaces for other purposes to administer to individuals who were not his patients. No narcotics were involved.

3. Dr. Cugalj was employed at NH NeuroSpine for approximately 11 years until June 30, 2023.

4. Complainant L.N. was a patient of Dr. Cugalj at NH NeuroSpine between March 2023 and June 30, 2023, and received injections to treat muscle-related disorders from Dr. Cugalj and other physicians.

5. Due to this physician patient relationship, Dr. Cugalj had access to L.N.'s medical records, which included a history of mental health related issues.

6. Between June 30, 2023, just after the conclusion of the formal physician-patient relationship, and February 5, 2025, Dr. Cugalj engaged in a romantic relationship with L.N. ("the Relationship Period").

7. During the Relationship Period, Dr. Cugalj met L.N. in a parking lot and performed the referenced injection on L.N. while in Dr. Cugalj's parked vehicle, specifically including Lidocaine injections into L.N.'s neck. L.N. states this treatment outside of a medical facility occurred more than once during the Relationship Period. Dr. Cugalj asserted it only occurred once.

8. L.N. reported to NH OPLC Enforcement that, according to Dr. Cugalj, the Lidocaine used was "left over" from patients treated by Dr. Cugalj at the Dover

facility and other facilities in Maine. L.N. also stated that during these treatments in Dr. Cugalj's vehicle, Dr. Cugalj had a bag containing needles, Lidocaine, and other steroids that were not prescribed to L.N.

9. In addition to L.N., Dr. Cugalj provided similar medical treatments to family and friends outside of a medical facility and without an established physician patient relationship. For these treatments to family, friends, and L.N. (during the Relationship Period), Dr. Cugalj did not create a record of treatments or the lot numbers of the medications, obtain copies of the recipients' current medical records, consult their current treating physicians, or require written consent forms.

10. L.N. stated to NH OPLC Enforcement that during her relationship with Dr. Cugalj, she spoke to him about her past trauma and mental health issues.

11. L.N. continued to struggle with her mental health during the relationship, resulting in hospitalization and a suicide attempt. Dr. Cugalj was aware of both of these events.

12. L.N. stated to NH OPLC Enforcement that she trusted Dr. Cugalj due to his profession and relied on him for emotional support while Dr. Cugalj continued to treat her outside of the physician patient relationship.

13. During the Relationship Period, Dr. Cugalj accepted an electronic bracelet from L.N.

14. Dr. Cugalj was interviewed by NH OPLC Enforcement and was cooperative with the investigation. He indicated that he gave one injection to L.N. He also indicated he was aware of her mental health issues and that he developed a

relationship with L.N.

15. The Maine Board of Osteopathic Licensure initiated the above referenced complaint, 2025-16. Dr. Cugalj entered into a consent agreement for the interim suspension of his license on June 4, 2025, in connection with this matter.

16. Dr. Cugalj's license to practice osteopathic medicine in Maine expired on May 31, 2025.

17. On August 28, 2025, Dr. Cugalj signed a two-year monitoring agreement with the New Hampshire Professionals' Health Program (NHPHP). This agreement included individual therapy with a master level or higher licensed provider with quarterly reports to the NHPHP, monthly self-reports, and retention of a clinical worksite monitor with quarterly reports of workplace monitoring.

18. Dr. Cugalj completed the following CMEs on the following dates: American College of Physicians Ethics on January 19, 2026; AMA Treating Colleagues, Family, and Self on June 20, 2025; AMA Political Matters, Contributions, Gifts, and Social Media on June 20, 2025; AMA Cultivating Physician Competence Through Self-Assessment and Self-Awareness on June 20, 2025; AMA Responsibilities to Impaired Physicians: Physician Wellness and Professional Conduct on June 20, 2025; and AMA Duties to Report Unprofessional Conduct: Physician Wellness and Professional Conduct.

19. On July 28 through July 31, 2025, Dr. Cugalj underwent psychiatric, substance use disorder, and behavioral evaluations through Acumen Assessments as recommended by NHPHP.

20. Dr. Cugalj attended a PBI Professional Boundaries course, as recommended by the NHPHP, on September 19 – 21, 2025.

21. On January 12, 2026, Dr. Cugalj executed an addendum to the NHPHP Monitoring Agreement which provides that the NHPHP will provide the Maine Board of Osteopathic Licensure with quarterly compliance documentation regarding Dr. Cugalj's adherence to the terms of the monitoring agreement. The addendum additionally provides that the NHPHP will notify the Maine Board of Osteopathic Licensure in the event Dr. Cugalj violates the Monitoring Agreement so long as the Monitoring Agreement with the NHPHP has not expired.

22. Dr. Cugalj submitted a renewal application to the Maine Board of Osteopathic Licensure on or about May 1, 2026.

COVENANTS

23. Dr. Cugalj admits that, at an adjudicatory hearing, the Board could find by a preponderance of the evidence, and hereby does find, that the above-described conduct constitutes grounds for imposing discipline against his license pursuant to the following subsections of 32 M.R.S. § 2591-A:

- a. (2)(E)(1) for incompetence for engaging in conduct that evidences a lack of ability or fitness to discharge the duty owed to a patient or the public.
- b. (2)(E)(2) for incompetence for engaging in conduct that evidences a lack of knowledge, or inability to apply principles or skills to carry out the practice of medicine.
- c. (2)(F) for unprofessional conduct by violating a standard of professional behavior that has been established in the practice of medicine, specifically 9.1.1 of Chapter 9, Professional Self-Regulation, of the American Medical Association Code of Medical Ethics: Current Opinions with Annotations (June 2016 Edition).

d. (2)(H) for violating the following Board Rules:

- i. Board Rule Chapter 10, Sexual Misconduct, § 8(A) for having relations with L.N., a former patient within one year of treatment, on numerous occasions.
- ii. Board Rule Chapter 16, Treatment and Prescribing for Self and Family, for injecting lidocaine into and otherwise treating his friends and family not in the circumstances allowed under Rule 16 § 2.
- iii. Board Rule Chapter 16, Treatment and Prescribing for Self and Family, for failing to maintain the same standard of record-keeping applicable to a patient who is a non-family member under the same circumstances, for L.N. and his friends and family.
- iv. Board Rule Chapter 17, Patient Boundaries – Gifts, for accepting an electronic bracelet from L.N., a gift of significant monetary value.

24. In consideration of the foregoing conduct, Dr. Cugalj agrees to accept, and the Board imposes:

- a. A REPRIMAND;
- b. The following PERMANENT PRACTICE RESTRICTIONS subject to the Licensee's right to petition for modification or termination pursuant to paragraph 24(b)(iv) below:
 - i. Dr. Cugalj shall not be employed in Maine using his medical license at a solo practice or anywhere as an independent provider where he is the only provider/employee on site;
 - ii. If employed in Maine, Dr. Cugalj shall utilize an adult chaperone for all interactions with female patients. The chaperone shall remain present at all times during the interaction. The chaperone

must have successfully completed the Medical Chaperone Training Program (CTP-2) offered by PBI Education. Dr. Cugalj shall cause the chaperone to sign the corresponding patient record at the time of the examination attesting to their attendance during the patient interaction. Upon request by the Board, Dr. Cugalj shall immediately identify the chaperone utilized with regard to any patient and provide the chaperone's contact information. In the event a patient refuses the presence of a chaperone, Dr. Cugalj shall decline to see the patient and document the same in the chart.

iii. Before accepting employment that requires a medical license in Maine, Dr. Cugalj shall submit to the Board a Proposed Practice Plan which includes the name of his employer, its location, his intended start date, and his scope of practice. The Proposed Practice Plan shall also address how the practice will ensure that a chaperone is available for any of Dr. Cugalj's interactions with a female patient as required by the paragraph above. The Board shall have the sole discretion to decide whether to accept or deny the Proposed Practice Plan.

iv. Before practicing medicine in Maine, Dr. Cugalj shall submit for approval by the Board the name and curriculum vitae of a Maine licensed physician as a proposed work site Physician Mentor. The Physician Mentor shall mentor Dr. Cugalj in establishing and

maintaining proper patient boundaries. Following the engagement of a Physician Mentor, Dr. Cugalj may not practice for a period of more than thirty (30) consecutive calendar days at any time after the effective date of this Consent Agreement in the absence of an actively engaged and approved Physician Mentor and his license to practice medicine shall be automatically suspended for any period in excess of thirty (30) consecutive calendar days that he does not have an actively engaged and approved Physician Mentor. Dr. Cugalj understands that the Physician Mentor is an agent of the Board pursuant to 24 M.R.S. § 2511.

The mentoring contemplated by this subparagraph shall not occur solely by telephone and must include communication at least monthly in person or via HIPAA compliance shared portal access or interface. Each month, the Physician Mentor must randomly select and review the charts of five (5) patients who have been treated by Dr. Cugalj during the previous month. The Physician Mentor shall submit bimonthly written reports to the Board no later than the last day of every other month, beginning with the first full month following the Board's approval of Dr. Cugalj's request for a Physician Mentor. The bimonthly reports shall include a description of the mentoring activities that have been conducted during the report period, a statement confirming Dr. Cugalj's

adherence to standards of professionalism and ethical behavior and identify any issues that may impact the ability of Dr. Cugalj to safely and competently practice medicine. In addition, the Physician Mentor must communicate directly with the Board or Board staff and has the obligation to respond to any request for information or documentation within the timeframe specified or requested and to notify the Board immediately upon any termination or modification of the mentoring required by this subparagraph. Failure to comply with or respond to any request shall be considered a basis for rescinding approval of the Physician Mentor. Dr. Cugalj shall provide to his Physician Mentor a copy of this Consent Agreement, the September 5, 2025, Acumen Assessment Professional Fitness for Duty Evaluation and updated Acumen Assessment Fitness for Duty Evaluation required to be completed pursuant to paragraph 24(c)(iii) of this Consent Agreement, subject to an obligation on the part of the Physician Mentor to sign a Confidentiality Agreement. Dr. Cugalj shall ensure that the Physician Mentor is permitted full access to the location he is practicing at, including but not limited to all patient information.

Should Dr. Cugalj desire that this permanent practice restriction be eliminated or modified, he may petition the Board for

the same, but only if the Physician Mentor includes a recommendation whether to eliminate or modify the mentoring or reporting requirements. Upon receipt of such recommendation, the Board shall review all information, and in its sole discretion, may maintain, modify, or eliminate the requirements of this subparagraph for any period.

c. The following PERMANENT PROBATION CONDITIONS subject to the Licensee's right to petition for modification or termination pursuant to paragraph 24(c)(ii) below:

i. Dr. Cugalj shall provide a copy of this Consent Agreement to any medical practice in Maine that employs him within the first five (5) calendar days of his employment. Dr. Cugalj is responsible for providing the Board with written documentation from any medical practice that employs him within the first ten (10) calendar days of his employment that he has in fact provided this Consent Agreement to his employer.

ii. Before practicing medicine in Maine, Dr. Cugalj must enter into, maintain, and comply with a behavioral monitoring agreement with the Maine Medical Professionals Health Program (MPHP) or the NHPHP for an indefinite period of time which shall begin before he begins employment in Maine in any occupation that requires him to hold a medical license. Dr. Cugalj shall provide a

copy of the PHP monitoring agreement to the Board before practicing medicine in Maine. The PHP must provide monthly written reports to the Board for the first three months and then at least quarterly written reports regarding Dr. Cugalj's compliance with the program. Dr. Cugalj hereby authorizes the NPHP or MPHP to disclose and release to the Board all information obtained by the PHP relating to his participation with the PHP, which authorization shall remain in effect for any period during which he has a license issued by the Board. Dr. Cugalj shall execute any and all releases necessary for the Board, Board Staff, and the Board's assigned Assistant Attorney General to: a) communicate directly with the PHP regarding his compliance with the program; b) review and obtain copies of any and all documentation regarding his participation in the PHP; c) communicate directly with anyone who is involved with his care and treatment; and d) review and obtain copies of any and all documentation regarding his care and treatment. Should Dr. Cugalj desire that this permanent probation condition cease or be modified, he may petition the Board for the same, but only if the PHP makes a recommendation regarding continued monitoring, if any. Upon receipt and review of such recommendation, the Board shall review the information provided,

and in its sole discretion, determine whether to terminate, continue, or modify Dr. Cugalj's participation with the PHP.

- iii. Before practicing medicine in Maine Dr. Cugalj shall obtain an updated assessment opining on (1) his current fitness to practice medicine, and (2) whether he has reduced risk of professional misconduct as a result of his actions since June 2025, which include but are not limited to, PHP enrollment and engagement with a monitoring agreement and completion of continuing medical education (CME). This updated assessment shall be completed by Acumen Assessments providers who have already assessed Dr. Cugalj and/or Acumen Assessments providers who have reviewed Acumen Assessments' complete file regarding Dr. Cugalj. Dr. Cugalj shall provide Acumen Assessments with all PHP documentation, including intake paperwork, monitoring agreements, compliance reports, etc., and with all CME completed since June 2025.

Once the updated assessment is completed, Dr. Cugalj shall provide it to the Board for its review and the Board shall maintain the confidentiality of the updated assessment. The Board shall have the sole discretion to decide whether Dr. Cugalj is currently fit to practice medicine in Maine and whether he has reduced risk of professional misconduct at the present time.

25. Violation by Dr. Cugalj of any of the terms or conditions of this Consent Agreement shall constitute grounds for discipline, including but not limited to modification, suspension, or revocation of licensure or the denial of re-licensure.

26. Dr. Cugalj expressly authorizes and agrees to execute any release necessary for the Board, Board Staff, and the Board's Assistant Attorney General to communicate directly with the NHPHP or MPHP for purposes of paragraph 24(c)(ii) above and to receive documentation and information from the NHPHP or MPHP in accordance with paragraph 24(c)(ii) above.

27. Upon execution of this Consent Agreement, Dr. Cugalj's renewal application submitted to the Board on or about May 1, 2026 shall be granted in active status; however, Dr. Cugalj may not practice medicine in Maine under his Maine medical license until he has: a) Board approval of a Proposed Practice Plan as required in paragraph 24(b)(iii); (b) Board approval of a Physician Mentor as required in paragraph 24(b)(iv); (c) Board approval of an updated assessment opining on Dr. Cugalj's current fitness to practice medicine and regarding whether he has reduced risk of professional misconduct based on actions taken since June 2025 pursuant to paragraph 24(c)(iii); and (d) submitted proof of indefinite enrollment in a PHP after the Board has approved a Maine practice location as required by paragraph 24(c)(ii);

28. Upon a Board vote that Dr. Cugalj is in substantial and material noncompliance of any requirement related to this Consent Agreement without having sought and received prior approval for the noncompliance from the Board,

Dr. Cugalj's license may be suspended, effective immediately, which license suspension shall continue until compliance has been achieved as determined by the Board, or Board staff, if delegated.

29. The Board and Dr. Cugalj agree that no further agency action will be initiated against his license by the Board based upon the specific violations stated herein, except or unless he fails to comply with the terms and conditions of this Consent Agreement. The Board may, however, consider the conduct described above as evidence of a pattern of misconduct in the event that other allegations are brought against Dr. Cugalj, and this Consent Agreement may be introduced as evidence in any future adjudicatory hearing involving Dr. Cugalj. The Board may also consider the fact that discipline was imposed by this Consent Agreement in determining appropriate discipline in any further complaints against Dr. Cugalj and whether to approve any future application for licensure submitted by Dr. Cugalj.

30. This Consent Agreement is not appealable and is effective until modified or rescinded in writing by the parties hereto.

31. Requests for amendment of this Consent Agreement must be made in writing and submitted to the Board. The Board, at its discretion, may (a) deny such a request, (b) grant such a request, or (c) grant such a request in part. A Board decision regarding a request to modify this Consent Agreement need not be made pursuant to a hearing and is not appealable to any court.

32. The Board and the Office of the Attorney General may communicate and cooperate regarding Dr. Cugalj or any other matter relating to this Consent Agreement.

33. 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-A.

34. This Consent Agreement constitutes discipline and is an adverse licensing action that is reportable to the National Practitioner Data Bank (NPDB), the Federation of State Medical Boards (FSMB), and other licensing jurisdictions.

35. Nothing in this Consent Agreement shall be construed to affect any right or interest of any person not a party hereto. If any clause of this Consent Agreement is deemed illegal or invalid, then that clause shall be deemed severed from this Consent Agreement.

36. This Consent Agreement may be signed in counterparts, with all counterparts together constituting one original instrument. Signatures below may be applied and/or saved electronically, and such electronic signatures will be given the same effect as a paper document signed in ink.

37. For the purposes of this Consent Agreement, the terms "execution" and "effective date" mean the date on which the final signature is affixed to this Consent Agreement.

38. Dr. Cugalj 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.

I, Dr. Cugalj HAVE READ AND UNDERSTAND THE FOREGOING
CONSENT AGREEMENT. I UNDERSTAND THAT BY SIGNING IT, THAT
I WAIVE CERTAIN RIGHTS. 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: 09/11/2026

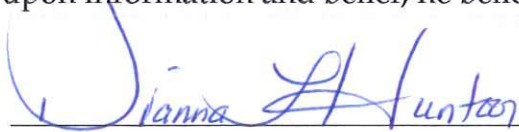

Adam P. Cugalj, D.O.

STATE OF New Hampshire

COUNTY Merrimack, S.S.

Personally appeared before me the above-named Adam P. Cugalj, 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.

Date: 9/11/26



Notary Public

My Commission Expires: _____

< Notary Seal >



[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]

DATED: 09/17/2026



Christine Munroe, D.O.
Chair, Board of Osteopathic Licensure

DATED: 09/17/2026



Nicole Sawyer, AAG
Office of the Attorney General

