

STATE OF MAINE
BOARD OF OSTEOPATHIC LICENSURE

In re:	)	
ANDREW TENENBAUM, DO	)	CONSENT AGREEMENT
Complaint No. CR2025-37	)	

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 Andrew Tenenbaum, D.O. The parties to the Consent Agreement are: Andrew Tenenbaum, D.O. ("Dr. Tenenbaum"), 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. Tenenbaum has held a license to practice osteopathic medicine in the State of Maine since March 9, 2006 (license number DO1932). He specializes in pediatrics.

2. On August 7, 2025, the Board received a complaint from the parents of the patient. The complaint alleged that Dr. Tenenbaum had seen the patient regularly since birth, including for annual well child visits. The annual visits should have included an examination of the patient's genitals. The complaint alleges that the parents asked Dr. Tenenbaum to do a genital examination when the patient was a teenager to assess the patient's stage of puberty, and that Dr. Tenenbaum said the patient was Tanner stage V, or completed puberty. The

patient was also separately seen by an endocrinologist, who diagnosed the patient with testicular regression. The complaint alleged Dr. Tenenbaum should have made this diagnosis. The Board docketed the complaint as CR 2025-37 and sent it to Dr. Tenenbaum for a response.

3. By letter dated September 5, 2025, Dr. Tenenbaum responded to the complaint. In his response, Dr. Tenenbaum said he had treated the patient since birth, and had assessed the patient's genitals, including feeling nodules. The patient's growth was in a low percentile during the patient's childhood, but the patient showed increased growth from ages 13 to 15, consistent with puberty. The patient had mental health issues, and was felt to be uncomfortable with physical examinations of the testes. When the parents asked Dr. Tenenbaum to assess the patient's puberty level during a mental health visit, , Dr. Tenenbaum did conduct a visual examination of the genitals. After the appointment, Dr. Tenenbaum called the parents to clarify that he did not palpate the testes. He also stated in his response to the complaint that testicular regression is very rare condition and may have different presentations.

4. The parents also submitted a rebuttal dated November 17, 2025, which clarified their allegations that other doctors who saw the patient in 2025 said the patient was barely at Tanner stage II of puberty, and that the parent felt misled during the puberty examination he requested, and thought that Dr. Tenenbaum had examined the patient's genitals, until Dr. Tenenbaum telephoned to say he had not. They also allege that if Dr. Tenenbaum were not

able to make the diagnosis, he at least should have noticed the patient's slow growth and minimal presentation of puberty, and done an actual genital examination, and referred them to a specialist.

5. Following receipt of the rebuttal, Dr. Tenenbaum submitted letters of support from his Chief of service, and a board-certified pediatric urologist who indicated that the incidence of complete testicular regression syndrome is estimated to be 1/20,000, and that most pediatricians will never encounter it in their careers. The urologist indicated that male genital development with testicular regression syndrome is highly variable, and that affected children can have small remnant gonads that feel like small testicles.

6. As the Board reviewed this complaint, they also found the medical records for the patient to be inadequate, in that templates were used that created ambiguity around the nature and extent of genital examinations and Tanner stages.

7. Pursuant to 32 M.R.S. § 2591-A(2)(F), the Board may impose discipline if the licensee has engaged in unprofessional conduct. A licensee is considered to have engaged in unprofessional conduct if the licensee violates a standard of professional behavior that has been established for the practice of medicine.

8. On February 12, 2026, the Board reviewed Complaint CR 2025-37 and voted to offer Dr. Tenenbaum a Consent Agreement to resolve this matter without further proceedings. Absent Dr. Tenenbaum's acceptance of this Consent Agreement by signing and dating it in front of a notary and sending it

to Board of Osteopathic Licensure, 142 State House Station, Augusta, Maine 04333-0142 or osteopfr@maine.gov on or before April 6, 2026, the matter will return to the Board for consideration of whether to proceed to a hearing.

COVENANTS

9. Dr. Tenenbaum admits the facts stated above and agrees that such conduct constitutes grounds for discipline pursuant to 32 M.R.S. § 2591-A(2)(F) for unprofessional conduct. Dr. Tenenbaum neither admits nor denies that his conduct constitutes professional misconduct, but admits that his records contained template-related ambiguities and inconsistencies, and that he did not physically palpate the patient's testes during several adolescent visits.

10. As discipline for the foregoing conduct, Dr. Tenenbaum agrees to accept, and the Board imposes:

- a. A WARNING; and
- b. A CIVIL PENALTY OF \$1500 to be paid within sixty (60) days of the effective date of this Consent Agreement; and
- c. A PROBATION for at least three years, including the following:
 - A. Dr. Tenenbaum must take fifteen (15) hours of continuing medical education (CME) in addition to the requirement of 100 hours of CME per biannual renewal to be completed within six (6) months of the effective date of this Consent Agreement. The CME must include classes on the ethics of physical examinations, the ethics of documentation,

ethical communication with patients, and communication with difficult patients; and

B. Dr. Tenenbaum must submit copies of the course certificates for all fifteen of the required hours of CME to the Board within seven (7) months of the effective date of this Consent Agreement.

11. Violation by Dr. Tenenbaum 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.

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

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

14. 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.

15. 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.

16. 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.

17. Dr. Tenenbaum 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.

18. 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.

19. 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.

* * * * *

I, ANDREW TENENBAUM, D.O., 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:

4/6/26


ANDREW TENENBAUM, D.O.

STATE OF

Maine
Cumberland

, S.S. (County)

Personally appeared before me the above-named Andrew Tenenbaum, D.O., 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:

4/6/26


NOTARY PUBLIC

MY COMMISSION ENDS:

MATTHEW T. SIMONINI
Notary Public, Maine
My Commission Expires February 26, 2027

DATED:

4/9/26


~~CHRISTINE MUNROE, D.O., Chair~~ MAINE
BOARD OF LISA RYAN, D.O., Vice-Chair
OSTEOPATHIC LICENSURE

DATED:

4/9/26


LISA A. WILSON, AAG
OFFICE OF THE ATTORNEY GENERAL