

STATE OF MAINE  
BOARD OF OSTEOPATHIC LICENSURE

IN RE: GREGORY A. THOMPSON, D.O.     )  
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CONSENT AGREEMENT  
AND BOARD ORDER

The State of Maine Board of Osteopathic Licensure (hereafter "the Board"), Dr. Gregory A. Thompson, D.O., and the Department of the Attorney General enter into this Consent Agreement in order to resolve complaints currently pending before the Board.

As a basis for this Agreement, the parties stipulate to the following findings:

**FINDINGS**

1. In the past several years, Dr. Thompson's practice has been primarily devoted to homeopathy.
2. Based on eleven cases reviewed, the Board finds that Dr. Thompson is not in compliance with 32 M.R.S.A. § 2591-A (2)(E)(2) in that he has not been practicing according to the standards of osteopathic medicine.

**LICENSE CONDITIONS**

Based on these findings, the parties agree that Gregory A. Thompson, D.O. should be issued a license to practice osteopathic medicine in Maine, subject to the following conditions:

1. Review of Patient Records.

Dr. Thompson agrees to provide quality care according to the standards applicable to osteopathic medicine and to maintain adequate patient records.

- (a) At a minimum the patient records shall be legible and shall contain the following: dates of patient contact; history; complaint; subjective findings; objective physical findings; vital signs; list of other care providers; medication prescribed by Dr. Thompson and by others (dosage and purpose); assessment; treatment plan using osteopathic standards; referrals and purpose; consultations and purpose; refusal of recommended care by patients; whether notes refer to office visit or phone call.
- (b) Beginning on the first month following the execution of this Consent Agreement, and every month thereafter during the term of this Agreement, Dr. Thompson will submit a legible copy of his appointment log of all patients seen the previous month, by the 5th day of each month, to a physician who has been approved by the Board or the Case Reporter to act as the reviewing physician.
- (c) Upon receipt of the appointment log, the reviewing physician will promptly identify ten (10) patient names from the log and notify Dr. Thompson of the names selected.
- (d) Within 5 days of receipt of the reviewing physician's request, unless a longer period is approved by the Case Reporter, Dr. Thompson will provide to the reviewing physician a legible copy of all progress notes, consultations, lab reports, and other

entries in the patient's record created or obtained in the four (4) weeks prior to receiving the request in (c).

- (e) The reviewing physician may request records regarding these patients that were created or obtained prior to the four week reporting period (but not prior to the execution of the Consent Agreement), if this is considered necessary to evaluate the quality of care provided in a particular case. Dr. Thompson will promptly provide these additional records to the reviewing physician.
- (f) Based on the cases reviewed each month, the reviewing physician shall provide consultation to Dr. Thompson as deemed necessary in order to achieve the goal of quality patient care and adequate documentation.
- (g) The reviewing physician will prepare a monthly report, due the 5th day of the month following receipt of the records from Dr. Thompson. The reports shall contain a brief description of each case reviewed and comments regarding the adequacy of the documentation (taking into consideration the requirements of (a) above) and whether the patient care provided in each case meets the standards applicable to an osteopathic physician. The reports shall also document the date and the substance of any consultations provided by the reviewing physician to

Dr. Thompson during that reporting period. Original reports will be sent to the Board with a copy to Dr. Thompson.

- (h) The Case Reporter and the Board reserve the right to review the actual patient records provided to the reviewing physician and, with prior notice to Dr. Thompson, to request that the reviewing physician appear before the Board to discuss Dr. Thompson's progress under the Consent Agreement.

2. Education.

Dr. Thompson will attend a remedial education program in family or general practice that has received the prior approval of the Board or Case Reporter.

Dr. Thompson will provide satisfactory proof that he has participated in and successfully completed this program within six (6) months of the execution of this Consent Agreement.

3. SPEX Exam.

Dr. Thompson agrees to satisfactorily complete the SPEX exam within three (3) months of completion of the education program described in Paragraph 2. Dr. Thompson will promptly provide the Board with the results of this exam (including the performance profile) and will provide a release, if necessary, for the Board, Case Reporter or counsel for the Board to obtain additional information regarding the results of this exam. If Dr. Thompson fails to obtain a passing score on the exam or fails to obtain a satisfactory score in any areas tested by the exam, the Board may require further remedial courses and testing.



4. Costs.

Dr. Thompson agrees to pay for all costs incurred in connection with the review of patient charts, education and testing and to pay other costs as required by 32 M.R.S.A. § 60-H.

5. Amendments.

Requests for amendments of any provisions of this Agreement may be made by Dr. Thompson no more often than every six months.

- (a) The requests shall be submitted to the Board in writing and supported by professional opinions, if available.
- (b) Requests for amendments will not suspend any obligations under this Agreement. Dr. Thompson will be expected to comply with the terms of the Agreement until his request is acted upon favorably by Board vote and approved by the Department of the Attorney General.
- (c) Amendments will be decided in the discretion of the Board, with or without a hearing, and must have the approval of a representative of the Attorney General. There will be no appeal from the discretionary decisions regarding amendments of this Agreement.
- (d) Any action by the Board seeking to increase the conditions of licensure, other than in those instances already specifically provided for above, can only be taken after hearing or by agreement of all parties.

6. Board's Jurisdiction.

Dr. Thompson acknowledges that the Board has jurisdiction of his license. Dr. Thompson understands that, at the time the Board is agreeing to issue him this conditional license, the Board does not have the statutory jurisdiction to revoke licenses. In consideration for the Board's issuance of this conditional license to Dr. Thompson pursuant to this Order, the parties agree that, in regard to any alleged violation of this Consent Agreement and Board Order, the Board is granted jurisdiction to take disciplinary action as is available to the Board under 10 M.R.S.A. § 8003 and 32 M.R.S.A. § 2591-A and to the Administrative Court under Title 5, including revocation. Except as allowed by law, disciplinary action may only be taken after hearing or by agreement. Further, except in cases of agreement, Dr. Thompson may appeal such revocation or other disciplinary action to the appropriate court. The Board may also, within its discretion, seek revocation through the Administrative Court.

7. Waiver of Right to Appeal Board's Decision and Certain Future Board Decisions.

Dr. Thompson waives any further hearings or appeal to the Courts regarding this Consent Agreement and Board Order and the conditional license issued hereunder. Nothing in this paragraph shall be deemed a waiver of Dr. Thompson's rights under rule, statute or the Maine or United States Constitutions, to appeal a decision or action taken by the Board subsequent to the execution of this Agreement, including revocation of his license or other disciplinary action, except as Dr. Thompson may have agreed herein, such as with discretionary decisions by the Board and which may occur with or without a hearing.

8. Term of Board Order.

This Consent Agreement and Board Order is effective from the date it is executed by all the parties and terminates two (2) years from that date. The terms of this Agreement, as amended, shall be reviewed at the Board meeting prior to the expected termination of this Agreement to determine whether Dr. Thompson's full license should be restored or whether other action is warranted at that time. This Agreement may be terminated sooner upon agreement of the parties.

9. Notices.

The Board can be reached at:


#142 State House Station  
Augusta, Maine 04333  
(207) 287-2480

Dr. Thompson can be reached at:

289 Middle Road  
Falmouth, ME 04105

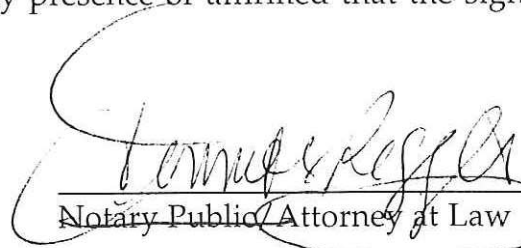
I, GREGORY A. THOMPSON, D.O., HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT. I UNDERSTAND THAT BY SIGNING, I WAIVE CERTAIN RIGHTS. I SIGN IT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS CONSENT AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN, OR OTHERWISE.

Date: 3/12/98

  
GREGORY A. THOMPSON, D.O.

STATE OF MAINE  
County of Kennebec, ss.

Before me, this 12<sup>th</sup> day of March, 1998, personally appeared GREGORY A. THOMPSON, D.O., who after first being duly sworn, signed the foregoing Consent Agreement in my presence or affirmed that the signature above is his own.

  
Notary Public Attorney at Law

BOARD ORDER

IT IS HEREBY ORDERED by vote of the Maine Board of Osteopathic Licensure to issue to GREGORY A. THOMPSON, D.O. a license to practice osteopathic medicine in the State of Maine subject to the terms and conditions of the Consent Agreement executed by GREGORY A. THOMPSON, D.O. on 12 March, 1998, which are incorporated herein by reference.

STATE OF MAINE  
BOARD OF OSTEOPATHIC LICENSURE

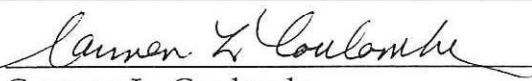
Dated: 12 March 98

  
Board Chair

Approved by:

STATE OF MAINE, DEPARTMENT OF  
THE ATTORNEY GENERAL

Dated: March 12, 1998

By:   
Carmen L. Coulombe  
Assistant Attorney General