

STATE OF MAINE
BOARD OF OSTEOPATHIC LICENSURE

IN RE: MICHAEL J. BEDECS, D.O.)
)
) CONSENT AGREEMENT
) AND BOARD ORDER

The State of Maine Board of Osteopathic Licensure (hereafter "the Board"), Dr. Michael J. Bedecs, D.O., and the Department of the Attorney General enter into this Consent Agreement in order to resolve a complaint currently pending before the Board.

As a basis for this Agreement, the parties stipulate that, if a hearing was held and if the witnesses testified as set forth in the transcripts reviewed by the Board, the Board could make the following findings:

FINDINGS

(1) Dr. Bedecs dispensed a container of appropriate medication to patient LT without a label that identified the content and the instructions for use. Dr. Bedecs provided LT with instructions orally and in writing regarding its use.

(2) LT was referred to Dr. Bedecs by her primary care physician December 9, 1996 to be seen on an emergency basis the same day. The referring physicians' office left a message, which was entered in a log book of Dr. Bedecs' office, that LT was in "extreme pain" and "needs anesthesia". Dr. Bedecs' schedule for that day was already full but he agreed to see LT on an emergency basis. Dr. Bedecs was informed by his staff that the office had received a second phone call from a physician from the referring

office and that the physician wanted to speak to him before he examined LT. No further information was provided to Dr. Bedecs regarding the reason for this request. The physician wanted to inform Dr. Bedecs that the patient had neutropenia. Dr. Bedecs made two or three phone calls to the office of the referring physicians prior to his examination but was unable to get through because the line was busy.

(3) LT was in considerable pain when she arrived at Dr. Bedecs' office. A rectal exam had been attempted by the referring physician earlier that day. She was crying and shaking at various points in response to pain during the rectal examination. Dr. Bedecs provided LT with three different anesthetic procedures in an effort to alleviate LT's pain. Dr. Bedecs was frustrated by the difficulties he experienced in completing the examination because he wanted to provide LT with a medical evaluation and examination which was necessary to determine if LT had an abscess, a potentially life threatening situation, and he expressed his frustrations in LT's presence.

(4) The Board and Dr. Bedecs are both concerned with the gravity of the following undisputed facts: (1) the medication given to LT did not have affixed to it a proper label; (2) more could have been done to cause information to be exchanged concerning LT prior to her examination and this agreement outlines action that Dr. Bedecs is to take to help remedy that situation; and (3) the manner in which Dr. Bedecs expressed his above described frustration upset LT and caused her to file a

complaint with the Board. As a result of these facts, the Board, with the agreement of Dr. Bedecs, takes this action pursuant to 32 M.R.S.A. § 2591-A(1). Dr. Bedecs agrees not to object to this action being reported to the National Practitioners Data Bank.

TERMS OF AGREEMENT

Based on these findings, the parties agree that Michael J. Bedecs, D.O. is issued a license to practice osteopathic medicine in Maine, and Dr. Bedecs hereby agrees to the following:

1. Labeling Medication.

Dr. Bedecs agrees that he will establish an office protocol that will require labels that identify the content and the instructions for use, to be affixed onto all containers of medication dispensed from his office.

2. Protocol Regarding Emergency Referrals.

Dr. Bedecs will immediately implement a protocol which will request that each physician (and/or his or her office) making emergency referrals to Dr. Bedecs to provide Dr. Bedecs with relevant background medical information (including suggestions or ideas on possible treatment) that such referring doctor believes is appropriate in advance of his examination of the patient to the extent consistent with the medical best interest of the patient.

3. Continuing Medical Education.

- A. Within twelve (12) months of the execution of this Agreement, Dr. Bedecs agrees to complete a minimum of 12

hours of continuing medical education -- such education, may include appropriate medical and nonmedical courses, counseling or other appropriate remedial activities if the Case Reporter approves such activity as being sufficiently effective to accomplish the purpose of this CME; (provided, however, all such education must in all cases be approved by the Case Reporter in advance) in the following areas:

Difficult patients or persons and/or techniques for the management of stress related to a busy practice.

- B. Dr. Bedecs will provide satisfactory evidence of completion of these education requirements to the Case Reporter within a month of their completion.

4. Presentation Regarding Education Obtained.

After completion of the required continuing medical education, Dr. Bedecs will make a presentation to assist other practitioners who deal with difficult patients to develop effective strategies for gaining the patient's cooperation in performing necessary examinations and diagnostic procedures in a manner that does not further traumatize the patient. This presentation can be made at a convention sponsored by the Maine Osteopathic Association, at the University of New England or other setting approved by the Case Reporter. An outline of the presentation must be submitted to the Case Reporter for advance approval.

5. Letter to Complainant.

Within a month of the execution of this Agreement, Dr. Bedecs agrees to send an appropriate letter of apology to the complainant. Dr. Bedecs will submit a draft to the Case Reporter for review and comment prior to sending it to the complainant. Dr. Bedecs will copy the Board on the letter he sends to the complainant.

6. Costs.

Dr. Bedecs agrees to pay for all costs incurred in connection with the continuing medical education, personal expenses related to the educational presentation, and other costs as may be required by 32 M.R.S.A. § 60-H.

7. Amendments.

Requests for amendments of any provisions of this Agreement may be made by Dr. Bedecs no more often than every six months. Requests for amendment by Dr. Bedecs are subject to the following terms:

- A. The requests shall be submitted to the Board in writing.
- B. Requests for amendments will not suspend any obligations under this Agreement. Dr. Bedecs 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 requested by Dr. Bedecs will be decided in the

discretion of the Board, with or without a hearing, and must have the approval of a representative of Attorney General. There will be no appeal from the discretionary decisions regarding amendments requested by Dr. Bedecs of this Agreement.

D. Amendments requested by the Board may be enforced only if agreed to by Dr. Bedecs.

8. Board's Jurisdiction.

Dr. Bedecs acknowledges that the Board has jurisdiction of his license. Dr. Bedecs understands that, if he violates any provision of this Consent Agreement and Board Order, the Board has jurisdiction to take such action as is available to the Board under 10 M.R.S.A. § 8003 and 32 M.R.S.A. § 2591-A, and any other applicable law. Except as allowed by law, or by agreement, disciplinary action may only be taken after hearing.

9. Waiver of Right to Appeal Board's Decision and Certain Future Board Decisions of Case Reporter.

Dr. Bedecs waives any further hearings or appeal to the courts regarding this Consent Agreement and Board Order and the license issued hereunder. Nothing in this paragraph shall be deemed a waiver of Dr. Bedecs's rights under rule, statute or the Maine or United States Constitutions, to appeal subsequent decisions or disciplinary actions taken by the Board, except as Dr. Bedecs may have agreed herein. Dr. Bedecs further agrees to abide by and to not appeal any

and all decisions by Case Reporter permitted under Terms 3, 4 and 5 above.

10. Term of Board Order.

This Agreement will terminate upon evidence of satisfactory completion of all the requirements of this Agreement. Dr. Bedecs agrees that he will voluntarily continue the practices outlined in Conditions 1 and 2 after the termination of this Agreement.

11. Notices.

The Board can be reached at:


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

Dr. Bedecs can be reached at:

1375 Congress Street
Portland, ME 04101

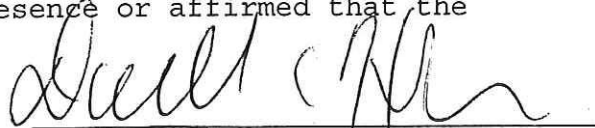
I, MICHAEL J. BEDECS, D.O., HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT. I UNDERSTAND THAT BY SIGNING, I WAIVE CERTAIN RIGHTS. I SIGN IT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS CONSENT AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY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

Date: June 11, 1998


MICHAEL J. BEDECS, D.O.

STATE OF MAINE
County of Kennebec, SS.

Before me, this 11th day of June 1998, personally appeared MICHAEL J. BEDECS, 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 on 6-11-98, 1998, to issue to MICHAEL J. BEDECS, D.O. a license to practice osteopathic medicine in the State of Maine subject to the terms of the Consent Agreement executed by MICHAEL J. BEDECS, D.O. on June 11, 1998, which are incorporated herein by reference, and based on the Consent Agreement, the complaint investigation in In Re Bedecs (CR 97-02) is terminated.

STATE OF MAINE
BOARD OF OSTEOPATHIC LICENSURE

Dated:

6-11-98

acting

Charles Perini Jr, Secretary
Board Chair

Approved by:

STATE OF MAINE, DEPARTMENT OF
THE ATTORNEY GENERAL

Dated:

June 11, 1998

By: Carmen L. Coulombe
Carmen L. Coulombe

Assistant Attorney General

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