

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

In re:)
Timothy J. Wiegand, M.D.) CONSENT AGREEMENT
Complaint No. CR10-454)

This document is a Consent Agreement, effective when signed by all parties, regarding the license to practice medicine in the State of Maine held by Timothy J. Wiegand, M.D. The effect of this Consent Agreement is to impose discipline upon the license to practice medicine in the State of Maine of Timothy J. Wiegand, M.D. The parties to the Consent Agreement are: Timothy J. Wiegand, M.D. ("Dr. Wiegand"), the State of Maine Board of Licensure in Medicine ("the Board") and the State of Maine Department of the Attorney General ("the Attorney General"). This Consent Agreement is entered into pursuant to 10 M.R.S. § 8003(5) and 32 M.R.S. § 3282-A.

STATEMENT OF FACTS

1. At all times relevant to this Consent Agreement, Dr. Wiegand was a physician licensee of the Board. The Board first issued Dr. Wiegand a medical license on June 27, 2008. Dr. Wiegand specializes in Medical Toxicology. During the time that Dr. Wiegand practiced in Maine, he worked for Maine Medical Center (MMC).

2. On July 22, 2010, Detective Peter P. Lizanecz of the State of Maine Office of Attorney General was contacted by a Special Agent of the United States Office of the Inspector General who provided information that Dr. Wiegand appeared to be writing prescriptions for large amounts of controlled substances for a family member that were all filled at a single pharmacy. Detective Lizanecz contacted the pharmacy identified by the Special Agent, confirmed that Dr. Wiegand had been writing prescriptions for narcotics for his wife, and obtained a copy of the pharmacy's patient profile for Dr. Wiegand's wife. That profile indicated that Dr. Wiegand prescribed Oxycodone, Oxycontin, Hydromorphone and other controlled substances to his wife. In addition, Detective Lizanecz obtained information from the Maine Prescription Monitoring Program and the single pharmacy, which also confirmed that Dr. Wiegand had been prescribing large amounts of controlled substances for his wife from April 2009 to July 2010 at this single pharmacy only.¹

3. On September 14, 2010, the Board reviewed the information provided by Detective Lizanecz, and voted to issue a complaint against Dr. Wiegand's Maine medical license pursuant to 32 M.R.S. § 3282-A(1). The Board docketed the complaint as CR10-454. The Board sent Dr. Wiegand the complaint, together with a copy of the investigative materials, and requested that he provide a written response. In addition, the Board issued a subpoena that

¹ The information indicated that Dr. Wiegand wrote forty-six (46) prescriptions for long-acting and short-acting opioid analgesics for his wife, totaling 4,237 tablets.

required Dr. Wiegand to provide the Board with a copy of any medical records he created or maintained regarding his wife.

4. On December 6, 2010, the Board received a written response from Dr. Wiegand to complaint CR10-454 and a copy of the medical records Dr. Wiegand created and maintained regarding his medical treatment of his wife. In his response, Dr. Wiegand acknowledged that he prescribed controlled substances for his wife by issuing prescriptions to a single pharmacy only. Dr. Wiegand apologized for this conduct and acknowledged that he should not have provided any treatment to or prescribed any medications for his wife. According to Dr. Wiegand, he was taken aback by the number of controlled drugs that he had prescribed for his wife when he reviewed the complaint information. In addition, Dr. Wiegand acknowledged that he used some of the controlled substances that he prescribed for his wife in order to medicate himself for various chronic injuries he sustained during years of martial arts training and competitions. According to Dr. Wiegand, he likewise treated and prescribed controlled substances to his wife due to her chronic injuries from years of martial arts training and competitions. Dr. Wiegand stated that he began treating and prescribing controlled drugs to his wife because she did not have a primary care provider. Dr. Wiegand stated that he did not intend to treat his wife for long-term chronic pain, but believed that her pain was real and debilitating. Dr. Wiegand produced limited medical records regarding his treatment of his wife, which records documented only seven (7) patient encounters and covered only the timeframe from April 1, 2010 to June 4, 2010. Dr. Wiegand acknowledged that he did not create nor maintain any other medical records regarding his treatment and prescribing of controlled substances to his wife. In addition, the seven records produced by Dr. Wiegand were on pre-printed paper with the words "Maine Medical Center Progress Note" at the top. Dr. Wiegand was employed as a physician at Maine Medical Center at the time. Dr. Wiegand stated that he has stopped prescribing controlled substances for his wife, and made arrangements for her to be treated by a primary care physician. According to Dr. Wiegand, he subsequently completed continuing medical education courses regarding opioid prescribing and, since relocating his medical practice to New York, has enrolled in the New York Committee on Physician's Health and the Maine Medical Professionals Health Program to address his dependence on opioids. The Board received a letter from the New York Committee on Physician's Health reporting that Dr. Wiegand has been enrolled in that program since January 2011, and been adhering to a regimen of toxicology monitoring as well as group and individual therapy, and that he has been cooperative with his monitors, competent at his worksite and committed to his recovery.

5. Detective Lizanecz subsequently obtained a copy of the prescriptions Dr. Wiegand wrote for his wife for controlled substances. All of the prescriptions were written on a prescription pad with the words "Maine Medical Center" pre-printed at the top and included its DEA registration number. However, all of the prescriptions written by Dr. Wiegand included his own name, clearly printed by Dr. Wiegand, and his personal DEA registration number, which was used by the pharmacy to fill all the prescriptions. According to Dr. Wiegand, he did not have or use any other prescription pads. Further investigation revealed that Dr. Wiegand's wife was not a patient at Maine Medical Center.

6. On January 11, 2011, the Board reviewed complaint no. CR10-454. Following its

review, the Board voted to schedule the matter for an adjudicatory hearing. In addition, the Board authorized its assigned legal counsel to negotiate a consent agreement in order to resolve complaint CR10-454 without hearing.

7. This Consent Agreement has been negotiated by and between the Board's assigned legal counsel and legal counsel to Dr. Wiegand. Absent Dr. Wiegand's acceptance of this Consent Agreement for discipline by signing and dating it in front of a notary and returning it to the Maine Board of Licensure in Medicine, 137 State House Station, Augusta, Maine 04333-0137 on or before December 5, 2011, the matter shall proceed to an adjudicatory hearing on December 13, 2011.

8. By signing this Consent Agreement, Dr. Wiegand waives, in his personal capacity and through legal counsel, any and all objections to, and hereby consents to allow the Board's assigned legal counsel to present this proposed Consent Agreement to the Board for possible ratification on December 13, 2011. In addition, Dr. Wiegand waives, in his personal capacity and through legal counsel, forever any arguments of bias or otherwise against any of the Board members in the event that the Board fails to ratify this proposed Consent Agreement.

COVENANTS

9. Dr. Wiegand neither admits nor denies the facts above. However, Dr. Wiegand acknowledges that, should the matter proceed to hearing, the Board has sufficient evidence to find by the preponderance of the evidence that he engaged in the following acts: provided non-emergency medical treatment for his wife; failed to create and maintain adequate medical records relating to the medical treatment that he provided to his wife; provided multiple written prescriptions for controlled substances to his wife; and inappropriately used some of the controlled substances that he prescribed for his wife. Dr. Wiegand acknowledges that such conduct, if proven at hearing, would constitute unprofessional conduct and grounds for discipline pursuant to 32 M.R.S. § 3282-A(2)(F).

10. As discipline, and in recognition of Dr. Wiegand's acceptance of responsibility, his efforts to seek treatment and his commitment to refrain from the use of controlled substances and to maintain a healthy and continuous recovery, Dr. Wiegand agrees to:

a. Accept a REPRIMAND. Dr. Wiegand is hereby reprimanded by the Board for inappropriately treating and prescribing controlled substances for his wife; and personally using some of the controlled substances that he prescribed for his wife. Both of these acts violate Principle 8.19 of the Code of Medical Ethics of the American Medical Association, which generally prohibits the treatment of family members or self-treatment based upon the lack of professional objectivity. Dr. Wiegand agrees never to engage in this type of conduct again.

b. Pay a FINE of Three Thousand Dollars and Zero Cents (\$3,000.00). However, payment of one half of the fine (\$1,500.00) is suspended so long as Dr. Wiegand complies with all of the terms of this Consent Agreement, including timely completion of all requirements and reports to the Board. Dr. Wiegand shall ensure that he pays the unsuspended monetary fine (\$1,500.00) within six (6) months following the execution of this Consent

Agreement. Payment shall be made by certified check or money order made payable to "Treasurer, State of Maine," and be remitted to Maria MacDonald, Investigator, Maine Board of Licensure in Medicine, 137 State House Station, Augusta, Maine 04333-0137. Dr. Wiegand agrees that, in the event that he fails to meet any of the reporting or other time requirements set out in this Consent Agreement (without having requested an extension prior to the due date and having that request granted by the Board), the Board may, in its sole discretion, summarily and without an adjudicatory hearing, "activate" any or all of the amount of the suspended fine. The Board shall notify Dr. Wiegand in writing of the activation of all or a portion of the suspended fine. Dr. Wiegand agrees and understands that he must pay the amount of the fine "activated" by the Board within 30 days of receiving notice that the fine was activated. Payment shall be by cashier's check or money order made out to "Treasurer, State of Maine." In addition, the parties agree and understand that the Board's decision not to "activate" all or a portion of the suspended fine for one instance of noncompliance with a reporting or other time requirement does not constitute a waiver of the Board's right to "activate" all or a portion of the fine regarding a subsequent instance of non-compliance. If Dr. Wiegand fails to pay an "activated" fine within the 30 days as provided by this section, the Board may "activate" all or a portion of the remaining portion of the "suspended" fine. Any decision by the Board pursuant to this section does not require an adjudicatory hearing and is non-appealable.

c. A LICENSE PROBATION related solely to Dr. Wiegand's meeting the recovery and treatment program for five (5) years following the execution² of this Consent Agreement, as set forth in the following terms:

(1). ABSTINENCE. Dr. Wiegand agrees that, following the execution of this Consent Agreement, he shall completely abstain from the use of any and all Prohibited Substances. "Prohibited Substances" as used throughout this Consent Agreement shall mean: benzodiazepines; sedatives; hypnotics or similar drugs; opiates; alcohol; Fentanyl; morphine, Demerol, Vicodin, Percocet, mood, consciousness or mind-altering substances, whether illicit or not; and all drugs which are dispensed to or prescribed for him by anyone other than 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.

(i). Prescription Medication. If any controlled drug is dispensed or prescribed for Dr. Wiegand for a personal medical condition, Dr. Wiegand 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. 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.

(ii). Future Use of Prohibited Substances Shall Result in Loss of Licensure. Dr. Wiegand agrees and understands that any reliable evidence of his use at any time in the future, whether in Maine or elsewhere, of any Prohibited Substance, including but not

² For the purpose of this consent agreement the term "execution" shall mean the date that the final signature is affixed to this consent agreement.

limited to benzodiazepines, sedatives, hypnotics, opiates, Fentanyl, morphine, Demerol, or alcohol, shall constitute a violation of this Consent Agreement, which SHALL RESULT IN THE IMMEDIATE, INDEFINITE AUTOMATIC SUSPENSION OF LICENSURE, AND PROOF OF USE MAY RESULT IN PERMANENT REVOCATION OF LICENSURE.

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

(3). SUBSTANCE MONITORING.³ Dr. Wiegand understands and agrees that, for the duration of this Consent Agreement, he will undergo some level of substance monitoring to test whether he has used a Prohibited Substance. The monitoring shall be through urinalysis testing and/or blood testing, and any other reliable method which may later be developed and approved by the Board. Dr. Wiegand irrevocably agrees that the Board and the Maine Department of Attorney General will have full access to all test data and reports. Dr. Wiegand shall execute any and all releases necessary for the Board and/or the Attorney General to have full access to all data and reports pertaining to his substance monitoring.

(i). Supervising Physician. Dr. Wiegand shall propose a Supervising Physician (the "Supervising Physician"), who shall be approved by the Board who shall have Dr. Wiegand provide urine samples for testing for the presence of Prohibited Substances. Under no circumstances shall Dr. Wiegand fail to appear and/or provide a urine sample for testing as required by this Consent Agreement.

(ii). Process. All urine and/or blood samples shall be handled through legal chain of custody methods. All 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 alcohol.

(iii). Frequency of Urine Testing. It is Dr. Wiegand's obligation to ensure that all the samples are given and tests occur as specified in this Consent Agreement. Testing shall be randomly scheduled. Notwithstanding any other provision of this Consent Agreement, the Board, the Supervising Physician, or the Board's agent may request Dr. Wiegand to submit to testing at any time. Failure to maintain this schedule or the random nature of the tests shall be cause for suspension, non-renewal or revocation of Dr. Wiegand's Maine medical license, unless proof of genuine emergent medical circumstances (for Dr. Wiegand or a patient)

³ The substance abuse monitoring pursuant to this Consent Agreement may, with the approval of the Board, be performed by the Maine Medical Professionals Health Program or other similar program approved by the Board. Dr. Wiegand has been enrolled in substance abuse monitoring with the New York Committee of Physician Health and the Maine Medical Professionals Health Program since January 2011.

exist which warrant less serious disciplinary actions being taken by the Board. For the indefinite period following the execution of this Consent Agreement, Dr. Wiegand shall provide urine samples for testing for the presence of Prohibited Substances at least twice a month, for as long as this Consent Agreement remains in effect and unless and until amended.

(iv). Reporting Test Results. It is Dr. Wiegand's responsibility to ensure that all test results are reported promptly to the Board.

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

(b). Reporting Negative Test Results. Written reports of all 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. Wiegand shall ensure that all reports are made to the Board in a timely fashion.

(c). Confidentiality Waived. With regard to the Board and its agents and any process to be pursued by the Board, Dr. Wiegand hereby waives all claims of confidentiality and privilege with respect to all tests taken and test results pursuant to this Consent Agreement. Dr. Wiegand shall execute any and all releases in order for the Board to obtain access to and copies of all urine test results.

(v). Rebuttable Presumption Raised by Positive Test. It is agreed and understood that a test evidencing the presence of any Prohibited Substance, shall raise a rebuttable presumption that such substance was in fact used by Dr. Wiegand. Such a positive test result shall alone, including any test result showing the presence of ethyl glucuronide, be sufficient to prove the use of the Prohibited Substance by Dr. Wiegand. Dr. Wiegand further agrees that the result of the test may be admitted into evidence in any proceeding regarding his Maine medical license, whether before the Board or before a Court of competent jurisdiction. Dr. Wiegand is hereby advised that the ingestion of poppy seeds, mouthwash and over the counter cough or cold medicines or remedies has from time to time been raised as a defense to a positive screen result for morphine, opiates and/or alcohol. For that reason, Dr. Wiegand agrees to refrain from ingesting poppy seeds in any food substances, mouthwash and over the counter cough or cold medicines or remedies during the period of probation. In the event that Dr. Wiegand has a positive screen for morphine, opiates and/or alcohol, Dr. Wiegand agrees that the ingestion of poppy seeds and/or mouthwash and/or over the counter cough or cold medicines shall not constitute a defense to such a positive screen.

(vi). Immediate, Indefinite, Automatic Suspension for Positive Test. If any urine or blood test is positive (i.e., in any manner evidences any use of any Prohibited Substance— including a positive result for the presence of ethyl glucuronide, a metabolite of alcohol), then the result shall be the immediate, indefinite, automatic suspension of Dr. Wiegand's Maine medical license, 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. Wiegand 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.

(vii). Board Hearing to Determine if Dr. Wiegand Used Any Prohibited Substance. After receiving a positive report evidencing use by Dr. Wiegand of any Prohibited Substance, the Board shall investigate the situation, including demanding a response from Dr. Wiegand. The Board will hold a hearing within 60 days of the automatic suspension or as soon thereafter as practicable (unless both Dr. Wiegand and the Board agree to hold the hearing later) and it shall be held pursuant to the Maine Administrative Procedure Act.

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

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

(b). Second Opportunity to Provide Urine Sample. If Dr. Wiegand appears when scheduled or ordered, but fails to provide an adequate sample, then with regard to urine, after accurate notation of any and all substances consumed (no substance shall be consumed which might affect the accuracy of the tests to be performed), a second opportunity to provide a urine sample shall be given after a reasonable time. A repeat failure or any refusal shall result in an immediate, indefinite suspension of medical licensure. The suspension shall begin the moment of the occurrence.

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

(d). Meeting with Board. Both Dr. Wiegand and the Supervising Physician shall, at the discretion of the Board, be required to appear before the Board regarding this situation at its next regularly scheduled Board meeting, unless the next meeting is to be held within 15 days of the suspension, in which case they may be scheduled to appear at the subsequent regularly scheduled Board meeting.

(e). Board Action. The Board may order Dr. Wiegand's Maine medical 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.

(ix). Amendment of Testing Provisions. After two (2) years of successful compliance with the terms of this Consent Agreement, Dr. Wiegand may file a written application with the Board to amend the testing requirements. Upon written application by Dr. Wiegand to the Board, the Board may amend the above agreed requirements for testing. Amendment of the testing requirements shall be in the sole discretion of the Board and shall be based upon such information as the Board deems pertinent. A decision regarding the amendment of testing provisions may be made by the Board, in its sole discretion, with or without providing a hearing. Any decision by the Board regarding a request to amend the testing requirements is not appealable. The Board can propose Amendment(s), which may or may not be agreed to by Dr. Wiegand.

(x). Increasing Testing. For good cause shown (i.e., questionable reports or problems with providing samples), the Board can, in its sole discretion, without hearing, unilaterally increase the frequency of testing to the highest levels contemplated by this Consent Agreement, and may also add an additional four random tests per month. Any decision made by the Board pursuant to this paragraph does not require a hearing and is not appealable.

(4). PROFESSIONAL MANAGEMENT.

(i). Substance Abuse Treatment. Within thirty (30) days following the execution of this Consent Agreement, Dr. Wiegand shall submit for Board approval the name of a licensed individual or agency in the treatment of substance abuse with whom Dr. Wiegand shall consult and counsel for the purpose of working on all issues pertaining to his substance abuse issues, including Dr. Wiegand's compliance with this Consent Agreement, which consultations shall be at least twice monthly following the execution of this Consent Agreement.

(ii). Single Primary Care Physician/Medical Provider. Within thirty (30) days following the execution of this Consent Agreement, Dr. Wiegand shall submit for Board approval the name of a primary care physician/medical provider who shall prescribe all necessary medications for Dr. Wiegand, and who shall coordinate Dr. Wiegand's treatment and pharmacological therapy with the Board-approved substance abuse and psychological providers. Such physician/medical provider shall be knowledgeable of Dr. Wiegand's medical history, including his substance abuse history. The Board shall retain the sole discretion, without hearing, to grant or deny approval of the primary care physician/medical provider proposed by Dr. Wiegand. Dr. Wiegand acknowledges that any decision by the Board concerning this issue is not appealable.

(iii). Prior Evaluation and Treatment Records. The Board and Dr. Wiegand agree that Dr. Wiegand shall execute all releases necessary to permit the

transmission and disclosure of all records from previous treatment providers to the Board approved primary care physician/medical provider and Board-approved treatment provider(s).

(iv). Communication of Treatment Providers. The Board and Dr. Wiegand agree that all 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. Wiegand waives any privileges concerning such information, reports, records, and communications among his treatment providers and the Board.

(v). Amendment of Aftercare Treatment Requirements. After one (1) year of successful compliance with the terms of this Consent Agreement, Dr. Wiegand may file a written application with the Board to amend his substance abuse treatment. The Board shall retain the sole discretion, without hearing, to grant or deny such application. Dr. Wiegand acknowledges that any decision by the Board concerning this issue is not appealable.

(vi). Change of Primary Care Physician/Medical Provider or Treatment Provider(s). If Dr. Wiegand desires to change his primary care provider/medical provider or treatment provider(s), 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 primary care physician or treatment provider(s) and the proposed new primary care physician 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. Dr. Wiegand acknowledges that any decision by the Board concerning this issue is not appealable. If the request is denied, nothing precludes Dr. Wiegand from proposing another primary care physician or treatment provider for approval. In requesting a change of primary care physician or treatment provider, Dr. Wiegand understands that the Board may inquire into any issues it deems pertinent with any person, including, without limitation, the current primary care physician or treatment provider(s).

(vii). Reports from Treatment Providers. Dr. Wiegand shall ensure that on or before April 9th, July 9th, October 9th, and January 9th of each year following the execution of this Consent Agreement⁴ the Board-approved treatment provider(s) submit(s) to the Board a written report regarding: Dr. Wiegand's compliance with his schedule of meetings; Dr. Wiegand's ability to continue practicing medicine; and the prognosis of Dr. Wiegand's continued recovery. In addition, the treatment providers shall immediately notify the Board in writing whenever: (1) in his/her professional judgment, Dr. Wiegand poses a potential danger to the health, safety and welfare of patients; or (2) Dr. Wiegand terminates treatment or is non-compliant with the treatment plan. Dr. Wiegand hereby waives any privileges concerning such information, reports, records and disclosures to the Board.

(viii). Board Investigation. At any time the Board may deem appropriate, the Board or its agent may contact Dr. Wiegand and/or the Board-approved treatment providers to obtain further information relative to Dr. Wiegand. In addition, if the

⁴ The first report is due April 9, 2012.

Board deems it appropriate, it may directly contact the treatment providers regarding any issues concerning Dr. Wiegand's treatment. In complying with this requirement, Dr. Wiegand waives any privileges concerning such information, reports, records and disclosures to the Board. Dr. Wiegand shall execute any and all releases necessary to enable the Board and/or the Attorney General to communicate directly with his treatment provider(s) and to obtain copies of any and all notes, records, and documentation concerning his treatment.

(5). PRACTICE LOCATION/PHYSICIAN MONITOR.

(i). Medical Practice Setting Locations. During the period of probation, Dr. Wiegand shall provide the Board with all locations where he practices medicine.

(ii). Physician Monitor.⁵ Within thirty (30) days following the execution of this Consent Agreement, Dr. Wiegand must have a Board-approved practice monitor who shall monitor his medical practice. In complying with this requirement, Dr. Wiegand shall submit to the Board for its approval the name of a proposed practice monitor, whom the Board has the sole discretion to approve or deny. The monitoring physician must be in direct contact with Dr. Wiegand and observe him within his medical practice at least once a week, and inform the Board if Dr. Wiegand demonstrates any issues with regard to isolation, inappropriate boundaries or decision-making, ability to concentrate, absenteeism, substance abuse, incompetence, unprofessionalism or any other concerns. The monitoring physician shall report such information to the Board by telephone and in writing within 24 hours or as soon thereafter as possible. Dr. Wiegand understands that the monitoring physician will be an agent of the Board pursuant to Title 24 M.R.S. § 2511. Dr. Wiegand shall permit the monitoring physician full access to his medical practice, including but not limited to all patient information. The Board-approved monitor shall provide the Board with reports regarding Dr. Wiegand's medical practice on or before April 9th, July 9th, and October 9th, January 9th of each year following the execution of this Consent Agreement.⁶

(6). SELF-HELP GROUP MEETINGS.

(i). Attendance at AA and NA. Dr. Wiegand agrees to attend Alcoholics Anonymous ("AA") and/or Narcotic Anonymous ("NA") or another non-faith-based self-help group meeting approved by the Board a minimum of twice per week from the effective date of this Consent Agreement.

(ii). Recovering Physicians Self-Help Group. Dr. Wiegand agrees that he shall attend self-help group meetings of a recovering medical professional group (*i.e.* Caduceus), on a regular basis for the term of this Consent Agreement. Meetings of the recovering professional self-help groups may not be substituted on a one-for-one basis with meetings of AA or NA.

⁵ This section is not intended to require clinical supervision regarding Dr. Wiegand's medical care and treatment.

⁶ The first report is due April 9, 2012.

(iii). Reports of Attendance. Dr. Wiegand shall submit a signed, written quarterly report of his attendance at AA, NA or impaired professional self-help group meetings to the Board beginning three months after the execution of this Consent Agreement. Any instances of failure to attend the required numbers of meetings shall be noted, together with specific explanation detailing reasons.

(iv). Failure to Meet This Requirement. It is the parties' understanding that, periodically, reasonable explanations may exist for occasionally missing a meeting; however, unexcused continuous or repeated failures to comply with the requirements of this section shall constitute a violation of the Consent Agreement which, after hearing before the Board, can result in licensure discipline, including without limitation a fine, suspension, non-renewal, or revocation of Dr. Wiegand's Maine medical license.

(7). MAINTENANCE OF OBLIGATIONS WHEN AWAY

(i). General. Dr. Wiegand agrees to maintain his obligations regarding substance monitoring and self-help group meetings at all times, including times when he is away from home but within the continental limits of the United States. Dr. Wiegand will notify the Director of the Medical Professionals Health Program sufficiently in advance of travel to make whatever arrangements the Director deems appropriate for monitoring before he leaves. It shall be Dr. Wiegand's obligation to ensure that arrangements are made consistent with this Consent Agreement in such other location(s) to ensure the continuation and satisfaction of his obligations under this Consent Agreement. Any such occurrences shall be noted in writing sent to the Board by Dr. Wiegand explaining the arrangements made and how the arrangements were carried out.

(ii). Failure to Comply. Any failure by Dr. Wiegand to meet the terms of the Consent Agreement outside of Maine shall constitute a violation of this Consent Agreement, and may result in the immediate suspension by the Board of Dr. Wiegand's Maine medical license pending hearing, and, following hearing, other sanctions as permitted by law including but not limited to suspension, modification, or revocation of licensure.

(8). INVOLVEMENT IN THE MAINE MEDICAL PROFESSIONALS HEALTH PROGRAM.

Dr. Wiegand has entered into a contract with the Maine Medical Professionals Health Program and shall fully participate in that program as long as this Consent Agreement remains in effect.

(9). MAINTAINENCE OF LICENSE.

Dr. Wiegand shall be required to maintain his Maine license to practice medicine for as long as this Consent Agreement remains in effect. In the event that Dr. Wiegand applies for licensure in other jurisdictions during the term of this Consent Agreement, Dr. Wiegand shall notify said jurisdiction of the existence of this Consent Agreement.

(10). WAIVER OF CONFIDENTIALITY AND RELEASE OF RECORDS.

Dr. Wiegand agrees and understands that the Board and the Department of Attorney General shall have complete access to his present and future personal medical and counseling records regarding chemical dependency and/or mental health issues and to all otherwise confidential data pertaining to treatment or monitoring of Dr. Wiegand for substance abuse and/or mental health issues. Dr. Wiegand 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. Wiegand agrees to personally obtain such information and furnish it to the Board, to the extent permitted by law.

(11). SANCTION FOR VIOLATION OF CONSENT AGREEMENT.

(i). Automatic Suspension. Any reliable oral or written report to the Board of violation(s) of the terms of this Consent Agreement as described above by Dr. Wiegand shall result in the immediate, indefinite and automatic suspension of Dr. Wiegand's Maine medical license. The automatic suspension of Dr. Wiegand's Maine medical license 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.

(ii). Continued Suspension; Other Sanctions. Dr. Wiegand's indefinite automatic suspension shall continue for such time until the Board holds a hearing and reaches a decision. The Board will hold a hearing within 60 days of the automatic suspension or as soon thereafter as practicable (unless both Dr. Wiegand 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.

(iii). General Acknowledgment. Dr. Wiegand acknowledges that, pursuant to Title 10 M.R.S. § 8003(5)(B), his failure to comply with any of the terms of this Consent Agreement shall constitute grounds for disciplinary action against his Maine medical license, including but not limited to an order issued by the Board, after hearing, modifying, suspending, or revoking his license. In addition, Dr. Wiegand agrees and acknowledges that, pursuant to 10 M.R.S.A. § 8003(5), the Board has the authority to suspend or revoke his Maine medical license for any violation of the terms of this Consent Agreement.

(12). DESIGNATED COPY OF CONSENT AGREEMENT.

Dr. Wiegand shall have his supervising physician in paragraph 10(c)(3)(i), physician monitor in paragraph 10(c)(5)(ii), and all treatment providers read, date, and sign a copy of the Consent Agreement (the "Designated Copy"). Dr. Wiegand shall retain a copy of the Consent Agreement signed by all of the aforementioned individuals at his Board-approved medical practice locations and shall produce it upon request of the Board or its agent(s). A copy of the signature page shall be made and sent to the Board. Dr. Wiegand 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. Wiegand shall provide a copy of this Consent Agreement to any hospital or medical practice with whom he is or becomes affiliated.

(13). MISCELLANEOUS PROVISIONS.

(i). Notice. Unless otherwise specified in this Consent Agreement, written notice shall be deemed served upon mailing by first class mail, postage prepaid.

(a). 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

(b). Notice to the Licensee:

Timothy J. Wiegand, M.D.
123 Galante Circle
Webster, NY 14580

(ii). Address Change. If Dr. Wiegand 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. Wiegand 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.

(iii). Costs. All costs incurred in performance of the terms of this Consent Agreement shall be borne by Dr. Wiegand. If a violation of this Consent Agreement is proven to have occurred, regardless of the sanctions imposed, the Board may require Dr. Wiegand to reimburse the Board for all actual costs and attorney's fees incurred in proving such violation.

(iv). Hearings. Unless otherwise specified, hearings shall be held consistent with the Maine Administrative Procedure Act.

(v). 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). DURATION OF CONSENT AGREEMENT.

Dr. Wiegand understands and agrees that the duration of this Consent Agreement is five (5) years from its execution. The terms imposed by this Consent Agreement shall remain in effect for five (5) years following the execution of this Consent Agreement until or unless amended or rescinded in writing by the parties hereto.

(15). AMENDMENT OF CONSENT AGREEMENT.

Dr. Wiegand waives his right to a hearing before the Board or any court regarding all findings, terms of this Consent Agreement. Dr. Wiegand agrees that this Consent Agreement is a final order resolving Dr. Wiegand's CR 10-454, 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. Wiegand shall be made in writing and submitted to the Board. Dr. Wiegand 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. Wiegand's request; (b) grant Dr. Wiegand's request; and/or (c) grant Dr. Wiegand'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. Wiegand's request to modify this Consent Agreement need not be made pursuant to a hearing and is not appealable to any court.

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

(17). 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.

(18). 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.

(19). ADVICE OF COUNSEL. Dr. Wiegand has had an opportunity to consult with legal counsel regarding the terms of this Consent Agreement. Dr. Wiegand has been represented by Kenneth W. Lehman, Esq.

(20). WAIVER OF RIGHT TO APPEAL CONSENT AGREEMENT.

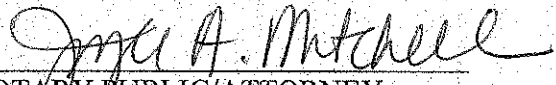
Dr. Wiegand waives his right to a hearing before the Board or any court regarding all facts, terms of this Consent Agreement. Dr. Wiegand agrees that this Consent Agreement is a final order resolving Complaint CR 10-454, and that it is not appealable and is effective until modified or rescinded in writing by the parties hereto.

I, TIMOTHY J. WIEGAND, M.D., HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT AND AGREE WITH ITS CONTENTS AND TERMS. I FURTHER UNDERSTAND THAT BY SIGNING THIS CONSENT AGREEMENT, I WAIVE CERTAIN RIGHTS, INCLUDING THE RIGHT TO A HEARING BEFORE THE BOARD. I HAVE HAD AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING THIS CONSENT AGREEMENT. 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: 12/9/2011 
TIMOTHY J. WIEGAND, M.D.

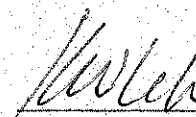
STATE OF New York
MONROE, S.S.

Personally appeared before me the above-named Timothy J. Wiegand, 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: 12/9/11 
NOTARY PUBLIC/ATTORNEY
MY COMMISSION ENDS: 8/12/2014


JOYCE A. MITCHELL
NOTARY PUBLIC, STATE OF NEW YORK
No. 01M16078933
QUALIFIED IN MONROE COUNTY
MY COMMISSION EXPIRES AUG. 12, 20__

DATED: December 12, 2011


KENNETH W. LEHMAN, ESQ.
Attorney for Dr. Wiegand

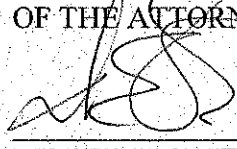
STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

DATED: 12/12/11


GARY R. HATFIELD, M.D., Chairman

STATE OF MAINE DEPARTMENT
OF THE ATTORNEY GENERAL

DATED: 12/13/11


DENNIS E. SMITH
Assistant Attorney General

Effective Date: 12/13/11