

Michael Potash, M.D.
2331 Old Court Road, Apt. 409
Baltimore, Maryland 21208

Date: NOVEMBER 12, 2009

Robert G. Hennessy, M.D., M.B.A., Chair
Maryland Board of Physicians
4201 Patterson Avenue
Baltimore, Maryland 21215

RE: Surrender of License to Practice Medicine
License Number: D09463
MBP Case Number: 2008-0717

Dear Dr. Hennessy and Members of the Board:

I have decided to **PERMANENTLY SURRENDER** my license to practice medicine in the State of Maryland, License Number D09463 (D.O.B. 11/09/1933). I understand that the surrender of my license means that I may not give medical advice or treatment to any individual, with or without supervision and/or compensation, and cannot prescribe medications or otherwise engage in the practice of medicine as it is defined in the Maryland Medical Practice Act (the "Act"), Md. Health Occ. Code Ann. §§ 14-101 *et seq.* (2005 Repl. Vol. & 2008 Supp.).¹ In other words, I understand that the surrender of my license means that I am in the same position as an unlicensed individual. This Letter of Surrender shall become effective immediately upon the date of acceptance by the Maryland Board of Physicians (the "Board").

I understand that this Letter of Surrender is a **PUBLIC** document and on the Board's acceptance becomes a **FINAL ORDER** of the Board.

I acknowledge that matters pertaining to my license to practice were the subject of an investigation by the Maryland Board of Physicians (the "Board") and the Office of the Attorney General. I further acknowledge that, on June 24, 2009, the Board voted to issue disciplinary charges under Md. Health Occ. Code Ann. § 14-404(a)(3)(i) and (ii) for immoral conduct in the practice of medicine and unprofessional conduct in the practice of medicine. I also acknowledge that, on October 8, 2009, the Board issued "Charges Under the Maryland Medical Practice Act," Board Case Number 2008-0717. **[See charging document, incorporated in its entirety as Attachment 1]**. My decision to permanently surrender my license to practice medicine in the State of Maryland is a voluntary

¹ Given my decision to retire from the practice of medicine effective March 31, 2009, I chose not to renew my license when it expired on September 30, 2009. I have not practiced medicine since my retirement and recognize my inability to practice medicine in Maryland since the expiration of my license in September.

decision made by me in light of my desire to avoid the time, cost and expense of defending the pending Charges and the fact that I have no intention of practicing medicine following my retirement. The permanent surrender of my license to practice medicine in the State of Maryland will avoid prosecution of the disciplinary charges now pending before the Board.

I acknowledge that I have voluntarily, knowingly and freely chosen to submit this Letter of Surrender. In addition, I acknowledge that if the case proceeded to an evidentiary hearing, the Board would submit evidence to support the investigatory findings it made in this case. I acknowledge that for all purposes relevant to medical licensure, the investigative findings will be treated as if proven. I further acknowledge that the investigative allegations, if true, constitute a violation of Md. Health Occ. Code Ann. § 14-404(a)(3)(i) and (ii).

I understand that by executing this Letter of Surrender I am waiving any right to contest any charges that would issue from the Board's investigative findings and its vote to issue charges in a formal evidentiary hearing at which I would have had the right to counsel, to confront witnesses, to give testimony, to call witnesses on my own behalf and all other substantive and procedural protections provided by law, including the right to appeal.

I affirm that I retired from private practice on or about March 31, 2009 and that since that date, have not practiced medicine in the State of Maryland. I do not maintain a medical office and have no hospital privileges in the State of Maryland.

I understand that the Board will advise the Federation of State Medical Boards and the National Practitioner's Data Bank of this Letter of Surrender, and in response to any inquiry, will advise that I have surrendered my license in lieu of disciplinary action under the Act as a resolution of the matters pending against me. I also understand that, in the event that I would apply for licensure in any form in any other state or jurisdiction, that this Letter of Surrender, and all underlying documents, may be released or published by the Board to the same extent as a Final Order that would result from disciplinary action pursuant to Md. State Gov't Code Ann. § 10-611 *et seq.* (2004 Repl. Vol. and 2008 Supp.) Finally, I understand that this Letter of Surrender is considered a disciplinary action by the Board.

I affirm that as of the date of this Letter of Surrender, I will present to the Board my original Maryland medical license number D09463, and my most recent wallet-sized renewal card. I acknowledge that on or before the date the Board accepts this Letter of Surrender, I shall deliver to the Board: (1) any and all Medical Assistance prescription forms in my possession; (2) any prescription forms and pads in my possession; (3) any prescription forms or pads on which my name and Drug Enforcement Administration Registration Number are

imprinted; and (4) any controlled dangerous substances in my possession, other than those prescribed by a licensed physician for me.

I acknowledge that on or before the effective date of this Letter of Surrender, I shall deliver to Georgette Zoltani, Chief, or any successor, Division of Drug Control, 4201 Patterson Avenue, 1st Floor, Baltimore, Maryland 21215, my Maryland Controlled Dangerous Substances Certificate # M06510 (expiration date October 31, 2009); and that my Drug Enforcement Administration Registration Card # BP9676707 expired on or about March 31, 2009.

I further recognize and agree that by tendering this Letter of Surrender that my license will remain permanently surrendered. I agree that I have no right to reapply for a license to practice medicine in the State of Maryland. I further agree that the Board is not obligated to consider any application for licensure that I might file at a future date and that I waive any hearing rights that I might possess regarding any such application.

I acknowledge that I may not rescind this Letter of Surrender in part or in its entirety for any reason whatsoever. Finally, I wish to make clear that I have consulted with an attorney before signing this Letter of Surrender. I understand both the nature of the Board's actions and this Letter of Surrender fully. I acknowledge that I understand and comprehend the language, meaning and terms and effect of this Letter of Surrender. I make this decision knowingly and voluntarily.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Potash", written in a cursive style.

Michael Potash, M.D.

NOTARY SEAL

STATE OF MARYLAND
CITY/COUNTY: Baltimore

I HEREBY CERTIFY that on this 12th day of November, 2009, before me, a Notary Public of the State and City/County aforesaid personally appeared Michael Potash, M.D. and declared and affirmed under the penalties of perjury that signing the foregoing Letter of Surrender was his voluntary act and deed.

Regina M. Wells
Notary Public

Reviewed by:

R. Scott Krause
R. Scott Krause, Esquire

ACCEPTANCE

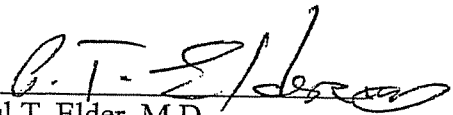
On behalf of the Maryland Board of Physicians, on this ____ day of October, 2009, I accept Michael Potash, M.D.'s **PUBLIC SURRENDER** of his license to practice medicine in the State of Maryland.

Robert G. Hennessy, M.D., M.B.A., Chair
Maryland Board of Physicians

THE PREVIOUS ACCEPTANCE SECTION WAS INTENTIONALLY LEFT BLANK DUE
TO THE CHANGE IN BOARD CHAIRMANSHIP. REFER BELOW FOR THE SIGNED
ACCEPTANCE SECTION.

ACCEPTANCE¹

On behalf of the Maryland Board of Physicians, on this 16TH day of December, 2009,
I, Paul T. Elder, M.D. accept Michael Potash, M.D.'s **PERMANENT SURRENDER** of his
license to practice medicine in the State of Maryland.


Paul T. Elder, M.D.
Board Chairman
Maryland Board of Physicians

¹ This Acceptance section was prepared after the change to the Chairmanship of the Maryland Board of Physicians. The previous Acceptance section immediately following the Notary section reflecting the previous Chairman's signature Robert G. Hennessy, M.D, M.B.A, was intentionally left blank.

IN THE MATTER OF
MICHAEL POTASH, M.D.

Respondent

License Number: D09463

* BEFORE THE
* MARYLAND BOARD
* OF PHYSICIANS
* Case Number: 2008-0717

* * * * *

CHARGES UNDER THE MARYLAND MEDICAL PRACTICE ACT

The Maryland State Board of Physicians (the "Board"), hereby charges Michael Potash, M.D. (the "Respondent") (D.O.B. 11/09/1933), License Number D009463, under the Maryland Medical Practice Act (the "Act"), Md. Code Ann., Health Occupations ("Health Occ.") § 14-404(a) (2005 Repl. Vol. & 2008 Supp.) as defined in whole or in part by Code Md. Regs., tit. 10, § 32.17.01 *et seq.*

The pertinent provision of the Act provides the following:

- (a) Subject to the hearing provisions of § 14-405 of this subtitle, the Board, on the affirmative vote of a majority of the quorum, may reprimand any licensee, place any licensee on probation, or suspend or revoke a license if the licensee:

(3) Is guilty of:

- (i) Immoral conduct in the practice of medicine; or
(ii) Unprofessional conduct in the practice of medicine.¹

The pertinent provisions of Code Md. Regs, tit. 10, § 32.17 provide as follows:

- .03A Individuals licensed or certified under Health Occupations Article, Titles 14 and 15, Annotated Code of Maryland, may not engage in sexual misconduct.

ATTACHMENT I

¹ Prior to June 1, 2007, Health Occ. § 14-404(a)(3) read: Is guilty of immoral or unprofessional conduct in the practice of medicine.

.03B Health Occupations Article, §§ 14-404(a)(3)...., Annotated Code of Maryland, includes, but is not limited to sexual misconduct.

.02B(2) Sexual Impropriety.

- (a) "Sexual impropriety" means behavior, gestures, or expressions that are seductive, sexually suggestive, or sexually demeaning to a patient or a key third party regardless of whether the sexual impropriety occurs inside or outside of a professional setting.
- (b) "Sexual impropriety" includes, but is not limited to:
 - (iii) Using the health care practitioner-patient relationship to initiate or solicit a dating, romantic, or sexual relationship.

...

.02B(3) "Sexual misconduct" means a health care practitioner's behavior toward a patient, former patient, or key third party, which includes:

- (a) Sexual impropriety;
- (b) Sexual violation;
- (c) Engaging in a dating, romantic, or sexual relationship which violates the code of ethics of the American Medical Association, American Osteopathic Association, American Psychiatric Association, or other standard recognized professional code of ethics of the health care practitioner's discipline or specialty.

.02B(4) "Sexual violation" means health care practitioner-patient or key third party sex, whether or not initiated by the patient or key third party, and engaging in any conduct with a patient or key third party that is sexual or may be reasonably interpreted as sexual, regardless of whether the sexual violation occurs inside or outside of a professional setting.

- (a) "Sexual violation" includes, but is not limited to:

...

- (v) Touching the patient's breasts, genitals, or any sexualized body part.

ALLEGATIONS OF FACT²

The Board bases its charges on the following facts that the Board has cause to believe are true:

I. BACKGROUND

1. At all times relevant hereto, the Respondent was licensed to practice medicine in the State of Maryland. The Respondent was originally licensed to practice medicine in Maryland on September 28, 1958. The Respondent's license is non-renewed, having expired on September 30, 2009.

2. The Respondent's specialty is psychiatry; however, he is not and has never been Board certified. Effective March 31, 2009, the Respondent has retired from the practice of psychiatry.

3. On or about April 28, 2008, the Board received a complaint from a former patient (hereinafter, "Patient A")³ alleging that the Respondent touched her inappropriately approximately thirty-six (36) years ago, and that in 2007 Patient A and the Respondent began dating and engaged in a sexual relationship. The complaint further stated that during their recent relationship, the Respondent prescribed medication for her. According to the complaint, the Respondent and Patient A's relationship ended in January 2008 when the

² The allegations set forth in this document are intended to provide the Respondent with notice of the alleged charges. They are not intended as, and do not necessarily represent, a complete description of the evidence, either documentary or testimonial, to be offered against the Respondent in connection with these charges.

³ For purposes of confidentiality, witness names are not used in this document, but will be provided to the Respondent at his request.

Respondent physically assaulted Patient A while they were out of the country on vacation together.

4. During the course of the Board's investigation, it was discovered that the Respondent's contract with his last known place of employment, The Family Center, in Ellicott City, Maryland, was terminated because he embezzled money from the practice. The Family Center is a private practice setting that provides individual, conjoint and family therapy to children, adolescents and adults.

II. Factual Allegations

Sexual Misconduct and Prescribing Allegations

5. On or about April 28, 2008, the Board received a complaint from Patient A which alleged that the Respondent touched her inappropriately during a therapy session thirty-six (36) years ago. The complaint also alleged that in 2007 the Respondent and Patient A began dating and that during their relationship the Respondent prescribed medication for Patient A.

6. Approximately thirty-six (36) years ago, Patient A took her school-aged son to the Respondent for an evaluation to determine whether or not the child needed to be placed on Ritalin. The Respondent saw Patient A's son once before becoming Patient A's treating psychiatrist.

7. During her interview with the Board's investigator, Patient A described the Respondent as "very flirtatious" and recalled him telling her that "[she is] beautiful, [she is] wonderful, [she is] funny, [she is] perfect."

8. Patient A recalled that during her sessions, the Respondent would discuss personal information about his own children, his apartment in Ocean City, and his weekend excursions with his uncle, who was then the Governor of Maryland.

9. Patient A stated that with each therapy session she would sit closer and closer to the Respondent, until she sat in the chair next to him, with their knees "just touching."

10. Patient A stated that they sat "very, very close together" and their conversations were no longer that of a psychiatrist and a patient, but rather, of two friends discussing how "if only [they] could go back in time and change things in [their] lives would it not be wonderful."

11. The Respondent told Patient A that he "thought about her all week long," that he "could not wait for [Patient A] to get there," that "Wednesday [their regular appointment day] was the most important day of his life," that "he thought about [Patient A] all the time," and that "he heard a song on the radio and it reminded him of [Patient A]."

12. Patient A made the Respondent a needlepoint squash racquet cover with his initials, which the Respondent used.

13. On one occasion, the Respondent hugged Patient A at the end of the session.

14. According to Patient A, the Respondent changed her appointment time to 5:30 p.m., a time when no one else would be in the office.

15. On Patient A's second to last appointment with the Respondent, she recalled wearing a yellow cable knit sweater and yellow corduroy pants. Patient A stated that the Respondent asked her to sit on the ottoman by the window and remove her sweater, so that she was unclothed from the waist up. The Respondent stood behind Patient A and told her that she was beautiful, while he touched and/or rubbed her bare skin.

16. Patient A stated that she did not think the Respondent was doing anything wrong. Patient A felt that she was wrong in her interactions with the Respondent, but did not care because she was in love with him.

17. At their next appointment, the Respondent told Patient A that he was not going to see her anymore as a patient. Patient A recalled that he "looked absolutely like a different person. He did not look the same. His eyes were dark. His face was dark. He did not smile."

18. Patient A described this time as "the beginning of a really dark stage in [her] life. . .[She] felt ashamed, humiliated, embarrassed. [She] really thought he loved [her]." Patient A stated that it felt as though the Respondent "just threw [her] away."

19. Patient A stated that she blamed herself for what happened with the Respondent and didn't realize that what he did was inappropriate until recently, when she disclosed their relationship to a therapist.

20. Patient A had no further contact with the Respondent from the time that he ended their relationship until 2007.

21. In June 2007, Patient A met the Respondent's first wife, who lived in Patient A's condominium building. Patient A inquired about the Respondent and learned that he was separated or divorced from his third wife. The Respondent's first wife encouraged Patient A to call the Respondent to say hello.

22. Patient A called the Respondent and left a message. He returned her call that evening and they spoke on the telephone for approximately an hour. The following day, the Respondent and Patient A had lunch together at Gertrude's, a restaurant at the Baltimore Museum of Art, and then saw a movie. Patient A stated that they resumed their personal relationship from that date forward.⁴

23. Patient A stated that during their recent relationship, the Respondent prescribed medications for her. The Respondent prescribed Premarin, estrogen cream, and Xanax for Patient A.⁵ According to Patient A, all of these medications were prescribed because the Respondent felt that Patient A was not relaxed enough during sexual intercourse. The Respondent also prescribed Acyclovir for Patient A to treat her shingles and Fiorinal for her headaches.⁶

⁴ In 1973, the American Medical Association's ("AMA") Principles of Medical Ethics with Annotations Especially Applicable to Psychiatry (the "Annotations") stated that sexual activity with a patient is unethical. In 1993, a revision of the Annotations condemned sexual activity with a current or former patient as unethical. (emphasis added). The 2009 Revised Annotations continue to reflect this position.

⁵ Premarin (generic: conjugated estrogens) is a mixture of estrogen hormones used to treat the symptoms of menopause, including but not limited to vaginal dryness. Estrogen cream is also used to treat vaginal dryness. Xanax (generic: Alprazolam) is a benzodiazepine used to treat anxiety disorders, panic disorders and anxiety caused by depression.

⁶ Acyclovir (generic: Zovirax) is an antiviral. Fiorinal (generic: aspirin/butalbital/cafeine) is a barbiturate used to treat complex tension headaches.

24. At no time did the Respondent establish or maintain a medical record or conduct a physical examination of Patient A before prescribing these medications.

25. In his interview with the Board's investigator, the Respondent admitted that he prescribed medications for Patient A without establishing or maintaining a medical record and without first conducting a physical examination of Patient A.

26. In January 2008, Patient A and the Respondent traveled together on vacation to Nevis, a Caribbean island south of Puerto Rico. On the last night of their trip, according to Patient A, the Respondent assaulted her without provocation. They returned home the following day and never spoke again.

27. Patient A was so distraught over the incident in Nevis that she withdrew from her family and friends, became depressed and lost fifteen (15) pounds. Patient A did not answer her telephone or leave her apartment, except to walk her dog and buy food at a local gas station or convenience store.

28. Patient A sought professional help to overcome the depression and anxiety that she felt as a result of her interactions with the Respondent. Patient A initially sought therapy at a domestic violence center, and then additionally with a private psychiatrist.

29. Patient A disclosed the details of her relationship (both the earlier and more recent relationships) to her therapist and psychiatrist, both of whom encouraged her to file a complaint with the Board.

30. The Respondent's actions as outlined in pertinent part above constitute violations of Health Occ. § 14-404(a)(3)(i) and (ii).

Embezzlement Allegations

31. The Respondent was employed by The Family Center ("TFC") from March 2002 until December 2008. During this time, the Respondent provided psychiatry services to TFC patients as an independent contractor. Under the Respondent's most recent contract with TFC, dated May 15, 2008, the Respondent received seventy-five percent (75%) of the total fees collected for patients he treated in his practice and TFC received twenty-five percent (25%).

32. TFC's providers utilized a central appointment scheduling and billing system. New patients provided demographic information and presenting issues on an intake form, which was then entered into a database. The database tracked patient information including dates of service, treating provider, as well as billing and payment information for the entire practice. Once a new patient was entered into the database, a patient chart was created to allow the provider to keep notes of each patient interaction. All appointments were scheduled by the support staff, rather than by individual providers. Following each appointment, patients were given a "superbill" as a payment receipt to submit to their insurance company for reimbursement. In addition, each provider received a daily patient log which listed all of the provider's scheduled appointments for that date. There were additional columns for the applicable CPT code, diagnosis code, amount due, amount paid and method of payment. TFC's support staff handled billing and payment exclusively. TFC providers handled only clinical work, and did not

routinely schedule appointments or handle billing and payment issues. Every other week, TFC paid each provider for services rendered, less TFC's percentage.

33. Rather than confirming appointments and billing with TFC's support staff, the Respondent was scheduling his own appointments using a separate telephone line in his office and accepting payment directly from clients.

34. In addition, according to the Director of TFC, Dr. W., the Respondent refused to provide a copy of his appointment book and his patient log was often incomplete.

35. Dr. W. became aware of the Respondent's scheduling and billing practices when patients began calling and asking for receipts for money paid directly to the Respondent. When TFC attempted to provide receipts, the staff discovered that those patients were not in TFC's database, there were no clinical records for those patients and there was no record of TFC having received payment from them. For instance:

- a. Patient B called TFC regarding a bill she received for services rendered by the Respondent on May 14, 2004. Patient B stated that she had already written a check to the Respondent for \$100 and provided a copy of the check, which had been cashed/deposited by the Respondent. Dr. W. notified the Respondent regarding this issue, and the Respondent gave Dr. W. \$100 in cash attached to his business card, which had Patient B's name written on it.

- b. Patient C called TFC regarding a bill he received for services rendered by the Respondent on Saturday, March 5, 2005. Patient C stated that he gave the Respondent two checks on the date of his appointment totaling \$250. Both checks were made payable to the Respondent, and had been cashed by the Respondent. Patient C's name was not on the Respondent's patient log for March 5, 2005 and there was no patient chart.
- c. Patient D called TFC regarding a bill received for services rendered by the Respondent on Thursday, January 13, 2005. Patient D stated that he gave the Respondent a check for \$125 at the appointment, and the check had been cashed/deposited on January 18, 2005. However, Patient D was not on the Respondent's patient log for January 13, 2005 and the patient's chart was missing.
- d. On March 17, 2005, the Respondent wrote a check payable to TFC in the amount of \$375 and put Patient C and Patient D's names on the check.
- e. On July 14, 2005, Dr. W. received an insurance authorization for Patient E. According to Patient E's chart, she was seen by the Respondent on October 15, 2004 and December 15, 2004. Patient E, however, was not listed on the Respondent's patient log on those dates, and Patient E was not in TFC's computer. Subsequently, Dr. W. was unable to locate Patient E's chart.

- f. Patient F contacted TFC regarding a bill she received for services rendered by the Respondent on June 13, 2005. Patient F stated that she had written a check to the Respondent in the amount of \$125. Patient F provided a copy of the check, which had been cashed/deposited by the Respondent. Patient F's name appeared on the Respondent's patient log dated June 13, 2005, but the payment column was left blank.
- g. On October 4, 2005, the Respondent wrote a check payable to TFC in the amount of \$125 and referenced Patient F on the check.
- h. TFC received a reimbursement check from an insurance company on behalf of Patient G. According to Dr. W., the Respondent gave the check to Dr. W. to return to the insurance company without looking at the name of the patient. Seven (7) dates of service were referenced and the Respondent was listed as the treating therapist. The Respondent denied seeing Patient G and Patient G was not in TFC's computer. Dr. W. contacted the insurance company and learned that they had receipts for services rendered. No other information was disclosed by the insurance company because Dr. W. did not know Patient G's date of birth.
- i. Patient H contacted TFC to request a receipt for a \$160 payment that she made to the Respondent for services

rendered on Saturday, December 13, 2008. Patient H provided a copy of her check, which was made payable to the Respondent. Patient H was not on the Respondent's patient log dated December 13, 2008.

36. Dr. W. confronted the Respondent about these issues on multiple occasions during his employment, but the Respondent never provided an adequate explanation and never brought his practice into compliance with TFC's policies.

37. On November 13, 2008, Dr. W. notified the Respondent by letter that she would not be renewing his contract in May 2009. The Respondent was free to continue practicing at TFC until May 2009.

38. In December 2008, TFC received another correspondence from a patient, who did not exist in TFC's database, requesting a receipt for payment made directly to the Respondent. On December 23, 2008, Dr. W. and two (2) TFC staff members met with the Respondent to discuss this billing issue. At the meeting, Dr. W. presented the Respondent with a letter from a patient that stated the patient paid the Respondent \$100 cash for services rendered and requested a receipt. The patient was not in TFC's database, there was no clinical chart for the patient and TFC had no record of having received money from the patient.

39. In response, the Respondent stated that he kept some patient charts at home and this patient's chart was one that he kept at home.

40. The Respondent also apologized and admitted that he routinely collected professional fees for clinical services rendered that he kept for himself

and did not report to TFC.⁷ The Respondent could not quantify how much money he had wrongfully taken from TFC.

41. TFC estimated that the Respondent embezzled \$146,495 from TFC. This figure was based upon the Respondent seeing an average of five (5) patients each Friday and Saturday for seven (7) years.

42. A review of the Respondent's personnel file as maintained by Dr. W. revealed that the Respondent was counseled on numerous occasions about TFC's policies and procedures for billing, scheduling, patient record maintenance, and vacation coverage. According to Dr. W., the Respondent never brought his practice into compliance with TFC's policies and procedures.

43. On April 9, 2009, Dr. W., TFC and the Respondent entered into a Settlement Agreement and Mutual Release by which the Respondent agreed to pay TFC \$20,000 to resolve the "financial dispute" regarding the Respondent's billing practices while working for TFC. The Settlement Agreement also served as a release of all claims that either party may have had against one another.

44. Effective March 31, 2009, the Respondent retired from the practice of psychiatry and closed his private practice.

45. The Respondent's actions as outlined in pertinent part above constitute violations of Health Occ. § 14-404(a)(3)(i) and (ii).

⁷ For the period of March 10, 2002 through May 14, 2008, TFC was contractually entitled to 20% of money collected as professional fees for clinical services rendered by the Respondent. For the period of May 15, 2008 through December 31, 2008, the percentage due to TFC was 25%.

II. NOTICE OF POSSIBLE SANCTIONS

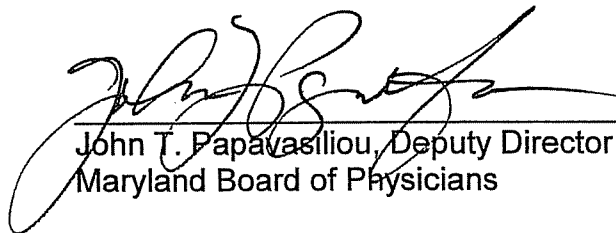
If, after a hearing, the Board finds that there are grounds for action under Health Occ. § 14-404(a) (3)(i) and/or (ii) as defined in whole or in part by Code Md. Regs., tit. 10, § 32.17.03A and .03B as defined by 02B(2) and/or (3) and/or (4), the Board may impose disciplinary sanctions against the Respondent's license, including revocation, suspension, reprimand and/or probation and may impose a fine.

III. NOTICE OF CASE RESOLUTION CONFERENCE

A Case Resolution Conference in this matter is scheduled for **Wednesday, January 6, 2010, at 10:00 a.m.** at the Board's office, 4201 Patterson Avenue, Baltimore, Maryland 21215. The nature and purpose of the case resolution conference is described in the attached letter to the Respondent. If this matter is not resolved on terms accepted by the Board, an evidentiary hearing will be scheduled.

10/8/09

Date


John T. Papavasiliou, Deputy Director
Maryland Board of Physicians