

STATE OF MAINE  
BOARD OF LICENSURE IN MEDICINE

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| In re:                  | ) | CONSENT   |
| Joshua P. Werblin, M.D. | ) | AGREEMENT |
| Complaint No. CR10-525  | ) |           |

This document is a Consent Agreement, effective when signed by all parties, regarding a disciplinary action concerning the license to practice medicine in the State of Maine held by Joshua P. Werblin, M.D. The parties to the Consent Agreement are: Joshua P. Werblin, M.D. ("Dr. Werblin"), the State of Maine Board of Licensure in Medicine ("the Board") and the State of Maine Department of the Attorney General. This Consent Agreement is entered into pursuant to 10 M.R.S. § 8003(5)(B) and 32 M.R.S. § 3282-A.

STATEMENT OF FACTS

1. The Board issued Dr. Werblin a Temporary Maine medical license on June 16, 2010. That license expired on December 16, 2010. Dr. Werblin specializes in Child and Adolescent Psychiatry.

2. On or about September 24, 2010, a pharmacist in Bangor contacted Detective Peter Lizanecz of the Office of Attorney General and advised that Dr. Werblin had been writing non-controlled prescriptions for himself and recently issued a prescription for his girlfriend. Detective Lizanecz subsequently investigated the matter, and learned the following facts:

a. Dr. Werblin began practicing in Maine at The Acadia Hospital in Bangor in June 2010.

b. Dr. Werblin began writing prescriptions for himself in July 2010. Dr. Werblin advised the pharmacy that he was new to the area and was

having trouble establishing himself with a new physician. The pharmacy did not have a policy prohibiting the filling of such prescriptions.

c. Between July and September 2010, Dr. Werblin issued 15 prescriptions for drugs for himself. In addition, Dr. Werblin issued 4 prescriptions to his girlfriend, AT.

d. On September 22, 2010, AT presented a written "Acadia Hospital/Acadia Healthcare" prescription issued by Dr. Werblin for the medication "Concerta" 54 mg, 60 tabs BID<sup>1</sup> and dated September 15, 2010, to the pharmacy. The pharmacist was concerned about the high dosage of the prescription since AT had not previously taken this medication. As a result, the pharmacist attempted to contact Dr. Werblin at Acadia Hospital to discuss the dosage, who was not immediately available. However, the pharmacist learned that AT was not a patient at Acadia Hospital. Dr. Werblin later contacted the pharmacy by telephone and advised a pharmacy technician that the dosage was appropriate because AT was switching over from "MetaDate CD." AT subsequently returned to the pharmacy to pick up the medication, but her insurance refused to cover it so it was not dispensed to her. Within ten to fifteen minutes of AT's departure from the pharmacy, Dr. Werblin appeared at the drive-through window of the pharmacy and presented a written prescription for "Concerta" 54 mg, 60 tabs, QD<sup>2</sup> dated September 22, 2010, issued by J.M., a physician in Olympia, Washington. A pharmacist called JM's medical practice in Olympia, Washington to speak with the prescribing

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<sup>1</sup> "BID" is an abbreviation for the Latin "bis in die," which means "two times a day."

<sup>2</sup> "QD" is an abbreviation for the Latin "quaque die," which means "every day."

physician, who was not immediately available. However, the pharmacist learned that Dr. Werblin was not a patient of that medical practice.<sup>3</sup> As a result, the pharmacist suspected that the prescription that Dr. Werblin had issued to AT was actually meant for his own use and contacted the Board.

e. On October 29, 2010, Detective Lizanecz spoke with Dr. Werblin regarding this matter. Dr. Werblin admitted that he began working at Acadia Hospital in June 2010 and that AT was his girlfriend with whom he resided. Dr. Werblin admitted that AT was not a patient of his or of Acadia Hospital. Dr. Werblin admitted issuing prescriptions both for AT and for himself. According to Dr. Werblin, when he arrived in Maine he had no primary care physician so he began self-prescribing drugs. Dr. Werblin stated that he had self-prescribed in other practice settings without issues, and that the pharmacy involved in this matter had advised him that it could fill his self-prescriptions for a while. Dr. Werblin stated that at some point the pharmacy advised him that it would no longer fill the prescriptions that he issued for himself. Dr. Werblin was shown a copy of the prescription dated September 15, 2010 for "Concerta" issued to AT, admitted that he wrote it as he knew the pharmacy would not fill it if he made it out to himself, and that the medication was actually intended for his own personal use. Dr. Werblin stated that he could not function without the medication. Dr. Werblin admitted that his actions as "an exercise in very poor judgment." In addition, Dr. Werblin admitted that he was not a patient of J.M., whom he described as a friend and

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<sup>3</sup> On September 23, 2010, the prescribing physician contacted the pharmacy and confirmed the prescription.

former co-worker who he contacted when AT was unable to obtain the "Concerta" medication from the pharmacy. In addition, Dr. Werblin stated that Acadia Hospital was not aware that he had used their prescription pad for the written prescription dated September 15, 2010, that he issued to AT. Dr. Werblin was shown a copy of the pharmacy profile for AT, and admitted issuing all of the prescriptions for her.

f. On July 1, 2010, Dr. Werblin's Federal DEA registration expired because he had not responded to renewal notices sent to an address in Seattle, Washington. Dr. Werblin had failed to notify the Federal DEA of his change of address and practice location. Once AG Detective Lizanecz notified Dr. Werblin that his DEA registration was no longer effective, Dr. Werblin took steps to contact the Federal DEA and obtain reinstatement of his DEA registration which remains current and unrestricted.

3. On November 9, 2010, the Board reviewed the foregoing information and voted to initiate a complaint against Dr. Werblin's Maine medical license pursuant to 32 M.R.S. § 3282-A. The Board docketed the complaint as CR10-525.

4. On December 16, 2010, Dr. Werblin's Temporary Maine medical license expired.

5. On February 9, 2011, the Board received a response from Dr. Werblin to complaint CR10-525. Dr. Werblin admitted that he had prescribed medications for himself and his girlfriend, AT, because they had difficulty securing new physicians after moving to Maine in June 2010. Dr. Werblin

expressed regret for his errors in judgment, and asserted that he was not aware that his DEA registration had lapsed or that his self-prescribing violated any medical practice laws. In addition, Dr. Werblin provided letters from his former physicians, who prescribed medications to Dr. Werblin prior to his move to Maine. According to those letters, Dr. Werblin had been prescribed five (5) of the ten (10) medications that Dr. Werblin had been prescribing for himself in Maine, including the same dosages.

6. On or about March 8, 2011, the Board reviewed Complaint CR10-525, and voted to schedule the matter for an adjudicatory hearing.

In addition, the Board authorized its legal counsel to negotiate a consent agreement with Dr. Werblin that resolved Complaint CR10-525 without an adjudicatory hearing.

7. This Consent Agreement has been negotiated by and between legal counsel for Dr. Werblin and legal counsel for the Board in order to resolve complaint CR10-525 without an adjudicatory hearing. Absent Dr. Werblin's acceptance of this Consent Agreement 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 May 23, 2011, the matter will proceed to an adjudicatory hearing.

#### COVENANTS

In lieu of proceeding to an adjudicatory hearing in this matter and for the sole purpose of resolving this matter, Dr. Werblin agrees to the following:

8. Dr. Werblin admits that with regard to complaint CR10-525 the Board has sufficient evidence from which it could reasonably conclude that he: (a) self-prescribed controlled drugs (engaged in self-treatment); (b) provided medical treatment, including prescribing controlled drugs to AT, with whom he had a close, personal relationship; and (c) failed to create and maintain appropriate medical records regarding his treatment of AT and his prescribing controlled drugs to AT. Dr. Werblin admits that such conduct constitutes unprofessional conduct and grounds for discipline of his Maine medical license pursuant to 32 M.R.S. § 3282-A(2)(F).

9. For the conduct described in paragraphs 1-8 above, Dr. Werblin agrees to accept, and the Board agrees to issue, the following discipline effective upon the execution<sup>4</sup> of this Consent Agreement:

a. A REPRIMAND. Dr. Werblin agrees that self-treating/self-prescribing controlled drugs, treating/prescribing controlled drugs to someone with whom he is in a close personal relationship, and failing to create medical records is inappropriate. Dr. Werblin admits that such conduct negatively reflects upon the practice of medicine. Dr. Werblin shall take all measures necessary to ensure that such conduct does not again occur.

b. Pay a FINE of Four Thousand Dollars and Zero Cents (\$4,000.00). However, payment of one half of the fine (\$2,000.00) is suspended so long as Dr. Werblin complies with all of the terms and conditions of this

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<sup>4</sup> For the purposes of this Consent Agreement, "execution" means the date on which the final signature is affixed to this Consent Agreement.

Consent Agreement, including timely completion of all requirements and reports to the Board. Dr. Werblin shall ensure that he pays the unsuspended monetary fine (\$2,000.00) 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. Werblin 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. Werblin in writing of the activation of all or a portion of the suspended fine. Dr. Werblin 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. Werblin 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. Within twelve (12) months of the execution of this Consent Agreement, Dr. Werblin shall successfully complete courses pre-approved by the Board in the following areas:

- (i) Opioid prescribing;
- (ii) Ethics and Boundaries; and
- (iii) Medical Record-Keeping.

In complying with this requirement, Dr. Werblin shall provide written (documentary) proof of his successful completion of the foregoing pre-approved courses to the Board, which courses shall be paid for by Dr. Werblin.

10. Dr. Werblin waives his right to a hearing before the Board or any court regarding all findings, terms and conditions of this Consent Agreement. Dr. Werblin agrees that this Consent Agreement is a final order resolving Complaint CR10-525. This Consent Agreement is not appealable.

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

12. Dr. Werblin acknowledges that, pursuant to Title 10 M.R.S. § 8003(5)(B), his failure to comply with any of the terms or conditions of this Consent Agreement shall constitute grounds for additional disciplinary action against his Maine medical license, including but not limited to an order, after hearing, modifying, suspending, or revoking his license.



13. Pursuant to 10 M.R.S. § 8003(5) the Board and Dr. Werblin agree that the Board has the authority to issue an order, following notice and hearing, modifying, suspending, revoking his license in the event that he fails to comply with any of the terms or conditions of this Consent Agreement.

14. This Consent Agreement is a public record within the meaning of 1 M.R.S. § 402 and will be available for inspection and copying by the public pursuant to 1 M.R.S. § 408.

15. This Consent Agreement constitutes disciplinary action that is reportable to the National Practitioner Data Bank (NPDB), the Healthcare Integrity and Protection Data Bank (HIPDB), and the Federation of State Medical Boards (FSMB).

16. Nothing in this Consent Agreement shall be construed to affect any right or interest of any person not a party hereto. If any clause of this Consent Agreement is deemed illegal or invalid, then that clause shall be deemed severed from this Consent Agreement.

17. The Board and Dr. Werblin agree that no further agency or legal action will be initiated against him by the Board based upon the facts described herein, except or unless he fails to comply with the terms and conditions of this Consent Agreement. The Board may however consider the conduct described above in the event that allegations are brought against Dr. Werblin in the future. The Board may also consider the fact that discipline was imposed by this Consent Agreement in determining appropriate discipline in any further complaints against Dr. Werblin's license.

18. Dr. Werblin acknowledges by his signature hereto that he has read this Consent Agreement, that he has had an opportunity to consult with an attorney before executing this Consent Agreement, that he executed this Consent Agreement of his own free will and that he agrees to abide by all terms and conditions set forth herein.

19. Dr. Werblin has been represented by Ronald W. Schneider, Jr., Esq., who has participated in the negotiation of the terms of this Consent Agreement.

**I, JOSHUA P. WERBLIN, M.D., HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT AND AGREE WITH ITS CONTENTS AND TERMS. I FURTHER UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I WAIVE CERTAIN RIGHTS, INCLUDING THE RIGHT TO A HEARING BEFORE THE BOARD. 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: 052311


  
JOSHUA P. WERBLIN, M.D.

STATE OF Maryland

Anne Arundel, Co, S.S.

Personally appeared before me the above-named Joshua P. Werblin, 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: 5/23/11


  
NOTARY PUBLIC/ATTORNEY



SUSAN NICKELSON  
NOTARY PUBLIC  
ANNE ARUNDEL COUNTY, MD.  
MY COMMISSION EXPIRES 1/8/12

MY COMMISSION ENDS: 1/8/12

DATED: 5/28/11

  
RONALD W. SCHNEIDER, JR., ESQ.  
ATTORNEY FOR DR. WERBLIN


STATE OF MAINE  
BOARD OF LICENSURE IN MEDICINE

DATED: 5/28/11

  
SHERIDAN R. OLDHAM, M.D., Chairman

STATE OF MAINE DEPARTMENT  
OF THE ATTORNEY GENERAL

DATED: 6/1/11

  
DENNIS E. SMITH  
Assistant Attorney General

Effective Date: 6/1/11