



session on June 22, JD commenced by asking Dr. Jones about his personal situation. Dr. Jones responded and discussed his personal issues with JD before turning to JD's treatment issues. Still, JD had begun to focus more on Dr. Jones' personal problems than her own therapeutic issues.

5. Dr. Jones periodically hugged JD at the end of some sessions. The first hug was given in response to JD's request at the end of a session in which they discussed the death of her daughter. Other hugs were given after some sessions in response to JD's requests. Dr. Jones viewed these as supportive, therapeutic hugs. Dr. Jones and JD discussed the hugs a few times but Dr. Jones failed to recognize the impact that this physical contact could have on the patient's perception of their relationship.

6. After the June 22, 2005 session, Dr. Jones realized he needed to transfer JD to another therapist. He arranged to transfer JD to Ms. Pawloski, who practiced in Dr. Jones' office. After transferring JD's care, Dr. Jones continued to see JD before or after her sessions with Ms. Pawloski. These meetings took place in his waiting room or sometimes in his office behind a closed door. Dr. Jones failed to realize at that time the impact that these meetings could have on JD's perception of their relationship and on her therapy with Ms. Pawloski.

7. JD mentioned to Ms. Pawloski during their therapy sessions that she had romantic feelings for Dr. Jones, had fantasies about him and that she was aroused when he touched her.

8. The Board concludes that the above findings are grounds for discipline under 32 M.R.S.A. § 2591-A(2)(E).

## II. SANCTION

Based on the foregoing findings and conclusions, the Board issues the following written

reprimand to Dr. Jones:

You are hereby reprimanded for having discussed your personal issues with a patient; for having continued to hug the patient at her request when you should have realized the impact that this could have on your professional relationship with this patient; for failing to recognize the impact that continuing to interact with this patient on a personal basis after you discharged her to the care of another therapist, could have on the patient's perception of your relationship and on her ability to make progress with her new therapist.

### III. CONDITIONS OF LICENSURE

In addition to the above reprimand, the Board renews Dr. Jones' license to practice osteopathic medicine in the State of Maine, subject to the following probationary conditions, to which Dr. Jones agrees:

1. **Supervising Physician.** Dr. Jones must have a supervising psychiatrist at all times during the term of this Agreement.
  - A. **General Requirements of Supervisor.** The supervising psychiatrist must:
    1. be approved by the Board, be knowledgeable regarding Dr. Jones' diagnoses and treatment and have read the Consent Agreement;
    2. meet with Dr. Jones **at least once a month** to discuss any cases which Dr. Jones believes have a potential for ethical or boundary issues;
    3. have access to and review a sampling of Dr. Jones' patient charts (**up to five (5) cases per month, randomly selected by the supervisor**);
    4. speak with staff where Dr. Jones practices and be in a position to receive reports from others regarding Dr. Jones' professional and ethical behavior.

B. Reporting Requirements.

1. Routine Supervisor Reports:

- a. Dr. Jones shall ensure that the supervising psychiatrist reports to the Board on a monthly basis, beginning on the **first day of the month** following Dr. Jones' first full month of practice pursuant to this Agreement, and the first of each and every month thereafter, in accordance with the following subsection.
- b. The frequency and necessity of the reports shall be reviewed by the Board after the receipt of twelve (12) monthly reports, provided that the Board has received no reports or concerns from any source regarding Dr. Jones' professional behavior. The licensee may request that the Board review the frequency of these reports after six (6) reports have been submitted by the supervising physician.

2. Content of Routine Reports: At a minimum, the routine reports from the supervising physician should include the following information:

- a. the amount and type of contact between the supervising physician and the licensee in the past month and details of any concerns raised by these contacts regarding the potential for problems with boundary issues;
- b. the number of patient charts reviewed and details of any concerns raised by the chart review;
- c. whether any concerns were expressed or reports received from others regarding Dr. Jones' professional and ethical behavior during the reporting

period and the specific nature of those concerns;

d. recommendations, if any, regarding changes needed to Dr. Jones' treatment or supervision pursuant to this Agreement.

3. Immediate Reports: The supervisor shall immediately report to the Board if there is reason to believe that Dr. Jones is acting in an unprofessional or unethical manner towards a patient or former patient. A verbal report shall be followed by a detailed written report to the Board within 48 hours of the time that the supervising physician becomes aware of the situation.
4. Confidentiality. To the extent allowed by law, the reports submitted by the supervising physician pursuant to this Condition shall not be disclosed to the public.

2. Education.

A. Within six months of the execution of this Agreement, Dr. Jones must attend an educational program approved by the Case Reporter of at least ten (10) hours duration regarding issues related to ethics and professional boundaries. Dr. Jones must provide the educational program with a copy of this Agreement prior to the commencement of the program.

B. Dr. Jones will ensure that the Board receives a report from the educational program that describes Dr. Jones' participation in the program, his level of understanding and appreciation for the principles taught and whether he has satisfactorily completed the program. Dr. Jones will sign releases, as needed, if the Board requires additional written information from the program or needs to speak with program personnel regarding any aspects of the report.



C. This education will be part of the 100 hours that Dr. Jones is required to obtain for biennial renewal of his license.

D. If Dr. Jones has already completed an educational program that he believes meets the requirements of this Condition, he shall promptly submit documentation of this to the Case Reporter and shall request that the program send to the Board any report that indicates how the program rated Dr. Jones' participation, as well as any essays or other like documentation that Dr. Jones completed while at the program. The Case Reporter will review this documentation and promptly notify Dr. Jones in writing whether this condition has been satisfied or whether Dr. Jones must complete an additional program as required by sub-section A. of this Condition.

3. **Mental Health Treatment.**

A. **General.**

1. Dr. Jones will receive treatment from qualified professional(s), approved by the Board or Case Reporter, to address mental health and any other issues that might make him vulnerable to further boundary or ethical violations.
2. Prior to the execution of this Agreement, Dr. Jones must identify and obtain approval for all professionals who meet the criteria of Condition 4.A.1.
3. Dr. Jones agrees that he will obtain treatment and medications for mental health issues only from professionals who are known to and approved by the Board.

B. **Frequency of Treatment and Reports.**

1. Dr. Jones will meet with the professional providing mental health treatment at **least once a month** but more frequently if recommended by the professional.

Dr. Jones will ensure that the professional submits a report to the Board on the **first day of every month.**

2. The reports shall include but not be limited to: the date(s) of the treatment sessions or other contacts with the licensee, medications prescribed related to mental health treatment, if any, the nature of the issues discussed, the treatment plan and reasons for any changes to the plan, progress by Dr. Jones and details of any issues or concerns raised by these contacts or others that may adversely impact Dr. Jones' practice of psychiatry.
3. Confidentiality. The reports submitted pursuant to this Condition shall be confidential and shall not be disclosed, except as may be required for board review or action, or as permitted by law.

C. Change or Addition of Treatment Professional.

1. If Dr. Jones desires to change or add to the professional providing mental health treatment, Dr. Jones will inform the Board in writing **prior to the change or addition**, explaining the reason for the change or addition. This application for change or addition must be accompanied by separate letters from the current professional and the proposed professional relative to their understanding of the reasons for this request and, to the extent applicable, any concerns they may have.
2. Regarding any change in professional, the Board may, in its discretion, grant or deny such request with or without providing a hearing. If the request is denied, nothing precludes Dr. Jones from proposing another professional. Dr.

Jones understands that the Board may inquire into any issues it deems pertinent with any person, including, without limitation, the current professional.

3. Dr. Jones shall notify the Board **within thirty (30) days** of any change regarding medication related to his mental health treatment and the reason for the change. This requirement applies to the addition or deletion of a medication or a change in dosage.

4. **Evaluation by an Independent Professional.**

If at any time during the terms of this Agreement, the Board believes that an independent evaluation is necessary, Dr. Jones will cooperate in obtaining this evaluation from a professional approved by the Board and in the timeframe requested by the Board.

5. **Waiver of Physician/Therapist/Patient Privilege.**

Dr. Jones agrees that, for monitoring and enforcement of this Consent Agreement, the Board, its agents and the Office of the Attorney General shall have access to all confidential information, assessments, evaluations, diagnoses, records, reports, test results and other data relevant to the purposes of this Consent Agreement, including information related to substance abuse, if any, and mental health, generated or created since the execution of this Agreement. Dr. Jones also agrees that the Board or its authorized agents or the Office of the Attorney General may communicate orally with professionals involved in his testing, care, supervision and treatment. Dr. Jones agrees that he will promptly sign any and all authorizations so that the Board, its agents and the Office of the Attorney General can have access to information relevant



to Dr. Jones' treatment, his ability to competently and professionally care for patients, and his compliance with other conditions of his Consent Agreement.

6. **Notice of Consent Agreement.**

A. Dr. Jones shall provide a copy of this Agreement, and any subsequent amendments, to the Chief of Staff at the institution(s) where he holds privileges, his employer, his supervising psychiatrist and any treatment professionals identified pursuant to Condition 4.

B. Each of the foregoing shall sign and date an acknowledgement that he or she has read the Agreement or the subsequent amendment. A copy of each signed acknowledgement must be sent to the Board **within thirty (30) days** of the date of the execution of this Agreement or of the execution of subsequent amendments.

C. Dr. Jones agrees that if new individuals assume similar roles during the existence of this Agreement, or any subsequent amendment, he will promptly provide a copy of this Agreement, as amended, to the new individual(s) and send the Board a dated and signed acknowledgement from each.

D. In the event that Dr. Jones applies for licensure in other jurisdictions while the Agreement, as amended, is in effect, Dr. Jones agrees to notify the other jurisdictions of the existence of this Agreement, and any amendments thereto, and provide a letter to the Board that he has done so.

7. **Costs.**

A. Dr. Jones agrees to pay for the costs incurred in connection with the Board's investigation, in accordance with 10 M.R.S.A. § 8003-D. The Board will provide Dr. Jones with an invoice setting out the amount of such costs, at or prior to the time of the execution of this

Agreement. These costs must be paid to the Board **within three months of the execution of this Agreement by all parties**, by sending to the Board a cashier's check or money order, made payable to the "Board of Osteopathic Licensure".

B. Dr. Jones will be responsible for all costs resulting from the carrying out, monitoring and the enforcement of this Agreement, pursuant to 10 M.R.S.A. §8003-D.

8. **Amendments.**

A. Requests for amendments shall be submitted to the Board in writing and supported by professional opinions, if appropriate and available.

B. Requests for amendments will not suspend any obligations under this Agreement. Dr. Jones will be expected to comply with the terms of the Agreement until his request is acted upon favorably by Board vote and approved by the Office of the Attorney General.

C. Amendments will be decided in the discretion of the Board, with or without a hearing, and must have the approval of a representative of the Attorney General. There will be no appeal from the discretionary decisions regarding amendments of this Agreement.

D. Any action by the Board seeking to increase the conditions of licensure will be taken only after hearing, unless allowed by law, this Agreement or by subsequent agreement of the parties.

E. Except for good cause, amendments will not be considered by the Board more frequently than every six months, commencing upon the execution of this Agreement by all parties

9. **Notices.**

The Board can be reached at:

142 State House Station  
Augusta, Maine 04333-0142  
(207) 287-2480  
Fax: (207) 287-3015  
E-mail: susan.e.strout@maine.gov

Dr. Jones can be reached at:                      Work: (207) 985-8998  
9 Old Saw Mill Lane  
Arundel, ME 04046

Dr. Jones agrees that at or prior to the execution of the Agreement he will provide the Board's Executive Secretary with his home number, his cell phone and/or beeper number, and his e-mail address and fax numbers, if any. This contact information, to the extent that it is not generally available to the public, will be kept confidential and used by the Board only for the purposes intended by this Agreement.

Dr. Jones further agrees that he will promptly notify the Board if he changes address or any of the methods of contacting him identified in this Condition.

10. **Term of Board Order.**

Dr. Jones understands and agrees that his license will remain subject to the terms of this Consent Agreement, and any amendments, for **three (3) years**, from the execution of this Agreement, so long as Dr. Jones has met all of the requirements of his Agreement, there have been no repeated instances of non-compliance, and there are no pending investigations or grounds for discipline regarding boundary or ethical violations at the time set for termination. If

any of the foregoing exists, Dr. Jones agrees that he will in good faith negotiate a reasonable extension of this Agreement.

#### IV. VIOLATION OF CONSENT AGREEMENT

1. **General.** Dr. Jones agrees that, if he fails to meet any of the obligations of this Agreement, the Board may impose by agreement, or after notice and an opportunity for hearing, any of the sanctions found in Title 10 M.R.S.A. § 8003 and Title 32 M.R.S.A. § 2591-A, including revocation, long-term suspension or non-renewal of his license. The Board may also impose the sanctions provided in this Agreement.
2. **Failure to Meet Reporting and Time Requirements.** Dr. Jones agrees that if he fails to meet any of the reporting or other time requirements set out in this Agreement (without having requested an extension prior to the due date and having that request granted by the Board), the Board may, in its discretion, automatically and without the need to hold a hearing, assess Dr. Jones a fine of \$100 for each month, or portion of a month, that he is out of compliance with the reporting or time requirement set out in this Agreement, or any amendments thereto. Dr. Jones will be notified of the assessment of the fine in writing by the Board. Dr. Jones must pay the fine to the Board **within thirty (30) days** of receiving notice that the fine was assessed. He must do so by cashier's check or money order made out to "Treasurer, State of Maine." The Board's decision not to impose this sanction in one instance of noncompliance with a reporting or other time requirement does not constitute a waiver of the Board's right to impose a fine regarding a subsequent violation of the same reporting or other time requirement.
3. **Emergency Suspension.**
  - A. Dr. Jones' license will be immediately, indefinitely and automatically suspended if

the Board receives credible evidence that Dr. Jones has engaged in a personal relationship with a current or recently discharged patient. This Agreement is not intended to prohibit appropriate social greetings or conversations with a patient or former patient that Dr. Jones may unintentionally meet in public places or at social events.

B. The immediate, indefinite and automatic suspension of Dr. Jones' license will become effective at the time Dr. Jones receives actual notice from the Board, the Case Reporter or counsel for the Board that the suspension has been imposed. Actual notice can be provided by telephone, in person, in writing, by facsimile, e-mail or other means or any combination of the above-referenced means.

C. The indefinite, automatic suspension will continue until the Board holds a hearing on the matter, unless the Board, in its discretion, determines that no further sanction or a lesser sanction is warranted.

D. Hearing.

1. If the suspension has not already been lifted in accordance with other provisions of this Agreement, Dr. Jones' indefinite, automatic suspension will continue until the Board reaches a decision after hearing.
2. Prior to a hearing before the Board, Dr. Jones may be requested to provide a written, detailed explanation of the circumstances related to the ethical or boundary violation.
3. The Board will attempt to hold a hearing within 60 days of the automatic suspension or as soon thereafter as practicable (unless both Dr. Jones and the Board agree to hold the hearing later or to have an informal conference prior to



the hearing). The hearing will be held pursuant to the Maine Administrative Procedures Act.

4. After hearing, the Board may impose such other discipline, including without limitation, fines, further suspension, probation, non-renewal or revocation, as the Board deems appropriate, subject to Dr. Jones' right to appeal any such decision, or the Board may, in its sole discretion, enter into a consent agreement with Dr. Jones.

I, DAVID P. JONES, D.O., HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT. I UNDERSTAND THAT BY SIGNING I WAIVE CERTAIN RIGHTS INCLUDING THE RIGHT TO FURTHER HEARINGS OR APPEALS REGARDING THIS CONSENT AGREEMENT. KNOWING THIS, I SIGN THIS AGREEMENT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THE CONSENT AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN, OR OTHERWISE. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS THE CONSENT AGREEMENT WITH LEGAL COUNSEL PRIOR TO SIGNING IT.

Dated: 7/7/2006

David P. Jones D.O.  
David P. Jones, D.O.

STATE OF MAINE  
Cumberland, SS.

Before me this 12<sup>th</sup> day of July, 2006, <sup>affirmed that</sup> ~~personally appeared~~ <sup>signature on the</sup> David P. Jones, D.O., who after first being duly sworn, ~~signed~~ <sup>signed</sup> the foregoing Consent Agreement ~~in my presence or affirmed that the signature above is his own.~~

K. Williams  
Notary Public/Attorney at Law  
My commission expires:

**BOARD ORDER**

IT IS HEREBY ORDERED by vote of the Maine Board of Osteopathic Licensure that a license to practice osteopathic medicine in the State of Maine is issued to David P. Jones, D.O., subject to the terms and conditions of the Consent Agreement signed by Dr. Jones on July 7, 2006, 2006, which are incorporated by reference.

Dated: 8-10-06

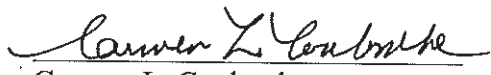
STATE OF MAINE  
BOARD OF OSTEOPATHIC LICENSURE

  
Board, Vice-Chair

Approved by:

STATE OF MAINE, OFFICE OF  
ATTORNEY GENERAL

Dated: August 10, 2006

  
Carmen L. Coulombe  
Assistant Attorney General