

**State of New Hampshire
Board of Medicine
Concord, New Hampshire 03301**

In the Matter of:
Michael B. Stevens, M.D.
No.: 14644
(Misconduct Allegations)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of medicine, the New Hampshire Board of Medicine (“Board”) and Michael B. Stevens, M.D. (“Respondent”), a physician licensed by the Board, do hereby stipulate and agree to enter into this Settlement Agreement resolving a New Hampshire reciprocal proceeding based on an administratively final order issued by another jurisdiction, according to the following terms and conditions:

1. Pursuant to RSA 329:17-c and Med 410.01, the Board has jurisdiction to proceed with a reciprocal proceeding against a physician upon receipt of an administratively final order from the licensing authority of another jurisdiction which imposed disciplinary sanctions against the physician.
2. Pursuant to RSA 329:18-a, III, the Board may, at any time, dispose of such allegations by settlement and without commencing a reciprocal proceeding.
3. If a reciprocal proceeding were conducted, the Board would be authorized to impose any sanction permitted by RSA 329:17, VI; RSA 329:17-c; and Med 410.01(b).
4. The Board first granted Respondent a license to practice medicine in the State of New Hampshire on October 7, 2009. Respondent holds license number 14644. Respondent is currently employed by Universal Mobile Services supervising and

interpreting barium swallow studies. During the time relevant to the conduct addressed by the Massachusetts Board of Registration of Medicine (“Massachusetts Board”), Respondent practiced medicine at Family Care Center of Tewksbury, Massachusetts.

5. On August 18, 2010, the Massachusetts Board issued a Consent Order and a Probation Agreement, both signed by Respondent. (See **Attachment 1**.)
6. If reciprocal proceedings were commenced, Hearing Counsel would prove that on August 18, 2010, a final administrative order was issued against Respondent by the Massachusetts Board. Pursuant to the Consent Order, Respondent was indefinitely suspended, though the suspension was stayed upon Respondent’s entry into the five-year Probation Agreement. Under the Probation Agreement, Respondent was required to undergo monitoring for five years and was permanently restricted from prescribing medications listed on the Drug Enforcement Administration’s Schedules II, III, IV and V. Respondent was further prohibited from practicing medicine at any location other than Universal Mobile Services until the Massachusetts Board approved a new practice plan.
7. As a basis for proceeding against Respondent, the Board finds the following:
 - A. On June 17, 2010, Respondent signed a Consent Order with the Massachusetts Board.
 - B. On July 30, 2010, Respondent signed a Probation Agreement with the Massachusetts Board.

- C. On August 18, 2010, the Massachusetts Board issued the Consent Order and Probation Agreement. The issuance of the Consent Order and Probation Agreement constitutes a final order by the Massachusetts Board.
- 8. Respondent acknowledges that the Massachusetts Consent Order and Probation Agreement provide grounds for the Board to issue a reciprocal order in New Hampshire.
- 9. Respondent consents to the Board imposing the following reciprocal action, pursuant to RSA 329:17, VII:
 - A. Respondent's license to practice medicine is indefinitely **SUSPENDED**, though such suspension is stayed pending Respondent's compliance with all terms and conditions of the Massachusetts Consent Order and Probation Agreement.
 - B. Respondent is permanently restricted from prescribing medications listed on the Drug Enforcement Administration's Schedules II, III, IV and V.
 - C. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
 - D. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of this Settlement Agreement to any current employer for whom Respondent performs services as a physician or work which requires a medical degree and/or medical license or directly or indirectly involves patient care, and to any agency or authority which licenses,

certifies or credentials physicians, with which Respondent is presently affiliated.

- E. For a continuing period of one (1) year from the effective date of this agreement, Respondent shall furnish a copy of this Settlement Agreement to any employer to which Respondent may apply for work as a physician or for work in any capacity which requires a medical degree and/or medical license or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials physicians, to which Respondent may apply for any such professional privileges or recognition.
10. Respondent's breach of any terms or conditions of this Settlement Agreement shall constitute unprofessional conduct pursuant to RSA 329:17, VI (d), and a separate and sufficient basis for further disciplinary action by the Board.
11. Except as provided herein, this Settlement Agreement shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any misconduct be proven against Respondent in the future.
12. This Settlement Agreement shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.

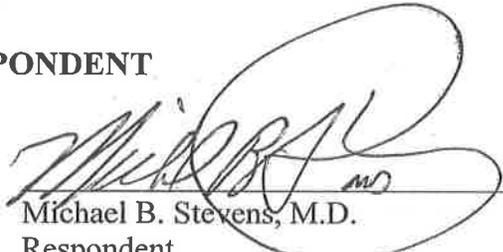
13. Respondent voluntarily enters into and signs this Settlement Agreement and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
14. The Board agrees that in return for Respondent executing this Settlement Agreement, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
15. Respondent understands that his action in entering into this Settlement Agreement is a final act and not subject to reconsideration or judicial review or appeal.
16. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this agreement.
17. Respondent understands that the Board must review and accept the terms of this Settlement Agreement. If the Board rejects any portion, the entire Settlement Agreement shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this Settlement Agreement have prejudiced his right to a fair and impartial hearing in the future if this Settlement Agreement is not accepted by the Board.
18. Respondent is not under the influence of any drugs or alcohol at the time he signs this Settlement Agreement.
19. Respondent certifies that he has read this document titled Settlement Agreement. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his

own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this Settlement Agreement, he waives these rights as they pertain to the misconduct described herein.

20. This Settlement Agreement shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR RESPONDENT

Date: 11/13/2011



Michael B. Stevens, M.D.
Respondent

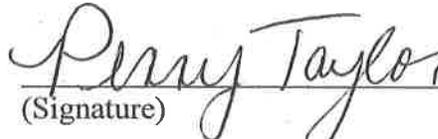
Date: _____

Counsel for Respondent

FOR THE BOARD*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: Dec. 12, 2011



(Signature)

PENNY TAYLOR

(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Medicine

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

Board of Registration in Medicine

Adjudicatory Case No. 2010-019

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In the Matter of)
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Michael B. Stevens M.D.)
_____)

CONSENT ORDER

Michael B. Stevens, M.D. (Respondent) and the Complaint Counsel agree that the Board of Registration in Medicine (Board) may issue this Consent Order, in lieu of convening an adjudicatory hearing, with all of the force and effect of a Final Decision within the meaning of 801 CMR 1.01(11)(d). The Respondent admits to the findings of fact specified below and agrees that the Board may make the conclusions of law and impose the sanctions set forth below in resolution of Docket Number 08-463.

FINDINGS OF FACT

1. The Respondent was born on March 5, 1974. He graduated from the Tufts University School of Medicine in 2001. He has been licensed to practice medicine in Massachusetts under certificate number 216422 since 2002. He is certified by the American Board in Family Medicine.
2. In August 2007, the Respondent began working at Family Care Center of Tewksbury (FCC).
3. The Respondent took a paternity leave in December 2007.
4. During the time of the Respondent's paternity leave, other physicians practicing at FCC took on his caseload.
5. More than one of the physicians noticed that the Respondent was prescribing a large amount of narcotics to his patients and reported their observations to the medical director.

6. Between January 2008 and June 2008, the Respondent met twice with the medical director informally regarding concerns about his prescribing.

7. The Respondent was told to taper down his prescribing. He agreed to do so. Despite his best efforts, the Respondent was not able to taper all the narcotics prescriptions he was writing.

8. In June 2008, the Respondent met with the medical director formally. He was told that measures would be put into place to immediately slow down his prescribing of narcotics. The plan included instituting pain management agreements and prohibiting the Respondent from prescribing narcotics to new patients. The Respondent agreed with the plan.

9. The Respondent's documentation in the electronic medical record was monitored and showed an improvement in the amount of prescriptions written by the Respondent.

10. The Respondent made it appear as if he had tapered his prescribing of narcotics for some of the patients, but he had not. He entered what he believed to be an acceptable prescription amount in the electronic medical record. He would also issue a paper prescription to the patient for the difference in the original amount he had been prescribing before January 2008.

11. The paper prescription was not noted in the medical record.

12. In October 2008, a patient called the office to request a refill for two narcotics. The patient's chart indicated that he was no longer being prescribed either medication, but a different narcotic.

13. The electronic prescription was verified through the pharmacies. The pharmacist verified that the Respondent wrote a prescription for four times the amount of narcotics indicated in the chart. Three additional pharmacies that the patient used also had records of paper prescriptions written by the Respondent. The computer system verified that the Respondent had written the prescription for the larger amount of narcotics.

14. In October 2008, the medical director reviewed the medical records of some of the Respondent's patients and discovered the Respondent had continued prescribing narcotics at the same level as before his formal agreement with the practice to taper his narcotic prescribing.

15. The Respondent admitted that he had attempted to hide his prescribing by entering an acceptable prescription into the electronic medical records and then issuing paper prescriptions for additional quantities of narcotics.

16. The Respondent was overwhelmed by the demands of his drug-seeking patients but had no ability to set boundaries with regard to his narcotics prescribing.

17. The Respondent stated that he was physically threatened by a patient and felt that the only way to get away from the situation was to leave the practice.

18. The Respondent resigned from FCC in October 2008.

CONCLUSIONS OF LAW

A. The Respondent has violated G.L. c. 112, § 5(c) and 243 CMR 1.03(5)(a)(3), by engaging in conduct which places into question the physician's competence to practice medicine, including but not limited to gross misconduct in the practice of medicine, or practicing medicine fraudulently, or beyond its scope or with gross incompetence, or with gross negligence or with negligence on repeated occasions.

B. The Respondent has violated G.L. c. 112, § 5(h) and 243 CMR 1.03(5)(a)(11) by violating 243 CMR 2.07(5), which states a licensee who violates G.L. c. 94C, also violates a rule or regulation of the Board.

C. The Respondent has violated G.L. c. 112, § 5(b) and 243 CMR 1.03(5)(a)(2) by violating provisions of the laws of the Commonwealth relating to the practice of medicine or rule or regulation promulgated thereunder. Specifically, the Respondent has violated provisions of G.L. c. 94C.

D. The Respondent has violated 243 CMR 1.03(5)(a)(10) by practicing medicine deceitfully, or engaging in conduct which has the capacity to deceive or defraud.

E. The Respondent has violated 243 CMR 1.03(5)(a)18, in that he has committed misconduct in the practice of medicine.

SANCTION AND ORDER

The Respondent is hereby indefinitely suspended, stayed upon entry into a Probation Agreement of five years duration, including the following requirements:

1. A Board approved practice plan restricting the Respondent's practice to his current employment with Universal Mobile Services, Inc. and Tufts University;
2. Any change in the Respondent's employment would require prior Board approval;
3. Workplace monitoring;
4. Any modifications to the practice plan or monitoring will require prior Board approval.

The Respondent will have a permanent restriction from prescribing medication listed on the Drug Enforcement Administration's Schedules II, III, IV, and V. If the Respondent has completed separate courses in Proper Prescribing Practices and Pain Management at the time he petitions to terminate his Probation Agreement, he may also simultaneously petition to lift the permanent restrictions related to prescribing. At that time he must provide documentation of successful completion of the two courses.

EXECUTION OF THIS CONSENT ORDER

The parties agree that the approval of this Consent Order is left to the discretion of the Board. The signature of the Respondent, his attorney, and Complaint Counsel are expressly conditioned on the Board accepting this Consent Order. If the Board rejects this Consent Order in whole or in part, then the stipulations contained herein shall be null and void; thereafter neither of the parties nor anyone else may rely on these stipulations in this proceeding. As to any matter that this Consent Order leaves to the discretion of the Board, neither the Respondent, nor anyone acting on his behalf, has received any promises or representations regarding the same.

The Respondent waives any right of appeal that he may have resulting from the Board's acceptance of this Consent Order.

The Respondent shall provide a complete copy of this Consent Order and Probation Agreement, with all exhibits and attachments within ten (10) days by certified mail, return receipt requested, or by

hand delivery to the following designated entities: any in- or out-of-state hospital, nursing home, clinic, other licensed facility, or municipal, state, or federal facility at which he practices medicine; any in- or out-of-state health maintenance organization with whom he has privileges or any other kind of association; any state agency, in- or out-of-state, with which he has a provider contract; any in- or out-of-state medical employer, whether or not he practices medicine there; the state licensing boards of all states in which he has any kind of license to practice medicine; the Drug Enforcement Administration Boston Diversion Group; and the Massachusetts Department of Public Health Drug Control Program. The Respondent shall also provide this notification to any such designated entities with which he becomes associated for the duration of this indefinite suspension. The Respondent is further directed to certify to the Board within ten (10) days that he has complied with this directive.

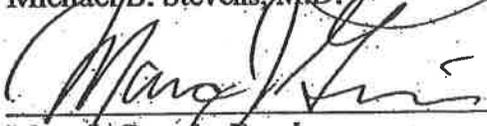
The Board expressly reserves the authority to independently notify, at any time, any of the entities designated above, or any other affected entity, of any action it has taken.



Michael B. Stevens, M.D.

6/17/2010

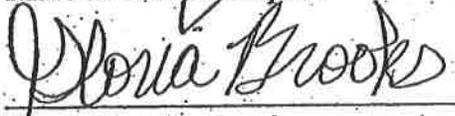
Date



Marc L. Gervais, Esquire

6/21/2010

Date



Gloria Brooks, Esquire
Complaint Counsel

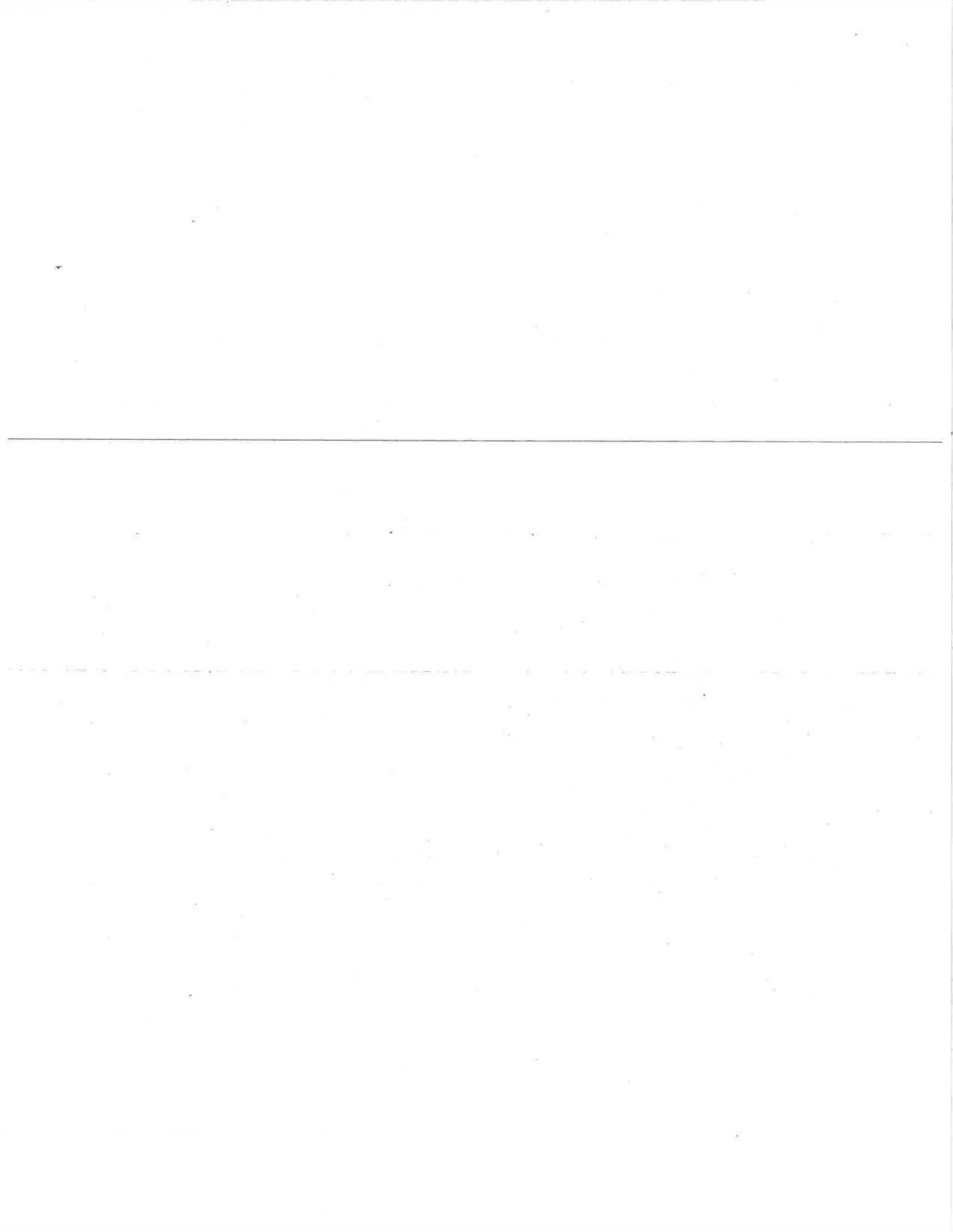
6/24/2010

Date

So ordered by the Board of Registration in Medicine this 18 day of August, 2010.



Peter Paige, M.D.
Chairman



II. PARTIES

The parties to this Probation Agreement are the Board of Registration in Medicine (the "Board") and Michael B. Stevens, M.D. (the "Respondent").

III. JURISDICTION

The parties agree that the Board has the authority to enter into this Probation Agreement, and that the Board may enforce the terms of this Agreement in accordance with applicable laws and regulations and the provisions of this Agreement.

IV. CONDITIONS OF PROBATION

During the probationary period, which shall be effective on the date the Board accepts this Agreement, the Respondent shall comply with each of the following requirements:

- A. The Respondent agrees to undergo monitoring by the Board for five years following the adoption of this Agreement, and for such further period thereafter as the Board shall for reasonable cause order. At the Board's discretion, any periods during which the Respondent is not practicing medicine, during the probationary period, may extend the probationary period.
- B. The Respondent is restricted from prescribing medication listed on the Drug Enforcement Administration's Schedules II, III, IV and V; said restriction is permanent and will survive termination of this Agreement, and may be terminated only in accordance with the terms of the Consent Order in this matter.
- C. In the event that the Respondent seeks licensure to practice medicine in another state, the Respondent shall notify the Board of such fact and shall disclose to the licensing authority in such state his status with this Board. The Respondent shall submit to the

Board copies of all correspondence and application materials submitted to another states' licensing authority.

D. In the event the Respondent should leave Massachusetts to reside or practice out of the state, the Respondent shall promptly notify the Board in writing of the new location as well as the dates of departure and return. Periods of residency or practice outside Massachusetts will not apply to the reduction of any period of the Respondent's probationary licensure, unless the Respondent enters into a monitoring agreement, approved by the Board, in the new location.

E. The Respondent shall appear before the Board or a committee of its members at such times as the Board may request, upon reasonable advance notice, commensurate with the gravity or urgency of the need for such meeting as determined by the Board or such committee.

F. The Respondent shall notify and provide, within ten (10) days of acceptance of this Probation Agreement by the Board, a complete copy of this Agreement with all exhibits and attachments by certified mail, return receipt requested, or by hand delivery to the following designated entities: any in- or out-of-state hospital, nursing home, clinic, other licensed facility, or municipal, state, or federal facility at which he practices medicine; any in- or out-of-state health maintenance organization with whom he has privileges or any other kind of association; any state agency, in- or out-of-state, with which he has a provider contract; and any in- or out-of-state medical employer, whether or not he practices medicine there; the Drug Enforcement Agency, Boston Diversion Group; the Massachusetts Bureau of Health Care Safety and Quality; and the state licensing boards of all states in which he has any kind of license to practice medicine. The Respondent shall also provide this notification to any such designated entities with which he becomes associated for the duration of this Probation Agreement. The Respondent is further directed to certify to the Board within ten (10) days that he has complied with this directive. The Board expressly reserves the authority to independently notify, at any time, any of the entities designated above, or any other affected entity, of any action it has taken.

G. The Respondent may engage in the practice of medicine under conditions that the Board may impose. The Respondent shall engage in the practice of medicine only Universal Mobile Services. The Respondent shall not practice at any other location until such time as the Board, upon his Petition, approves a new practice plan.

H. Until the Board, upon petition of the Respondent, orders otherwise, the Respondent's practice of medicine shall be monitored by Dinh Nguyen, M.D. Dr. Nguyen, or his Board-approved successor, shall meet with the Respondent for quarterly to assess his competence to perform his duties and shall submit quarterly reports to the Board on a form provided by the Board, and shall conduct a chart review of a random sample of the Respondent's patients on a monthly basis. In addition, Dr. Nguyen, or his Board-approved successor, shall notify the Board immediately by telephone and in writing, if at any time, he has concerns that the Respondent has engaged in potential violations of this Agreement. The Respondent agrees to abide fully by all terms of these monitoring provisions.

I. The Respondent, and not the Board, shall be responsible for the payment of any fee or charge occasioned by the Respondent's compliance with this Probation Agreement.

J. The Respondent may request that the Board modify any of the conditions set forth above. The Board may, in its discretion, grant such modification. Except for requests for modifications related to the Respondent's employment, the Respondent may make such a request not more than once in any one-year period, nor any sooner than one year from the date of this Probation Agreement.

V. TERMINATION OF PROBATION

A. If the Respondent complies with his obligations as set forth above, the Board, at the expiration of the five-year period, shall, upon petition by the Respondent, terminate the Respondent's probationary period and probation with the Board, unless the Respondent's probation is extended in accordance with paragraph IV(A).

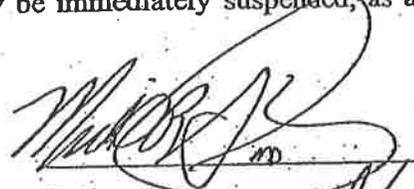
B. If the Respondent fails to comply with his obligations as set forth above, the Respondent's license to practice medicine may be immediately suspended, as agreed in Section I.

7/30/2010

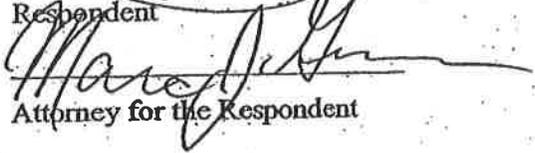
Date

8/3/2010

Date

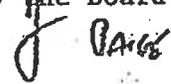


Respondent



Attorney for the Respondent

Accepted this 18th day of August, 2010; by the Board of Registration in Medicine.



Peter Paige, M.D., Chairman

Board of Registration in Medicine

COMMONWEALTH OF MASSACHUSETTS
BOARD OF REGISTRATION IN MEDICINE

Middlesex, ss

Adjudicatory Case No. 2010-019

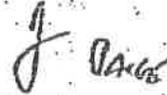
In the Matter of

Michael B. Stevens, M.D.

ORDER

The Board hereby **ALLOWS** the Respondent's Petition to Stay Suspension
subject to the attached Probation Agreement.

Date: August 18, 2010



Peter Paige, M.D.
Chair