

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

BOARD OF REGISTRATION OF  
PHYSICIAN ASSISTANTS

_____ )	
In the Matter of )	
Richard D. Martin, PA-C )	Docket No. PA-2012-007
License No. PA172 )	
(License Expiration Date 03/01/13) )	
_____ )	

**VOLUNTARY SURRENDER AGREEMENT**

The Board of Registration of Physician Assistants ("Board") and Richard D. Martin ("Licensee"), a Physician Assistant licensed by the Board, License No. PA172, do hereby stipulate and agree to enter into this Voluntary Surrender Agreement ("Agreement") in resolution of a complaint identified as Docket No. PA-2012-007 ("Complaint"). The Complaint alleges that the Licensee, in the course of his employment as a Physician Assistant, ordered and purchased controlled substances from a distributor of pharmaceuticals for his own use.

The Licensee understands and agrees that the information contained in this Agreement shall be entered into and become a permanent part of the file of the Licensee that is maintained by the Board. For the purposes of this Agreement, the word "license" shall refer both to the Licensee's current license to practice as a Physician Assistant ("PA") in Massachusetts and to any right to renew such license. The Licensee acknowledges the truth of the allegations contained in the Complaint, which are as follows:

1. On or about March 1, 1991, the Board issued to the Licensee a license to practice as a Physician Assistant ("PA") in Massachusetts, License No. PA172. The license expiration date is March 1, 2013.
2. The Licensee holds a mid-level practitioner controlled substance registration issued by the U.S. Drug Enforcement Administration ("DEA") that authorizes him to handle controlled substances in Schedules 2, 2N, 3, 3N, 4 and 5, DEA MM0039619. The expiration date of the DEA controlled substances registration is January 31, 2014.
3. The Licensee was employed as a Physician Assistant at Reliant Medical Group (formerly the Fallon Clinic), Department of Occupational Medicine, 630 Plantation Street, Worcester, MA 01605 ("Reliant"), until his termination from employment for cause on or about June 15, 2012.
4. The Licensee's termination from employment at Reliant was based on the Licensee's admission that he had ordered and purchased controlled substances for his own use from

Moore Medical, Farmington, CT, the distributor of medical-surgical supplies, equipment, and pharmaceuticals used by Reliant. The controlled substances the Licensee purchased were shipped to the Licensee at Reliant's Department of Occupational Medicine or to his home in Sudbury. Based on investigative information obtained by the Board, the Licensee's ordering and purchasing of controlled substances from Moore Medical began in at least 2007 and included substantial quantities of hydrocodone bitartrate with APAP, a state and federally controlled substance (C III), and phentermine, a state and federally controlled substance (C IV), as well as quantities of the state and federally controlled substances phendimetrazine (C III), alprazolam (C IV), and chlordiazepoxide (C IV).

5. The Licensee's conduct as set forth in Paragraphs 2-4, above, constitutes conduct in violation of:
  - (a) 263 CMR 5.07(8), which states, "A physician assistant may order only Schedule VI controlled substances from a drug wholesaler, manufacturer, distributor or laboratory, and only in accordance with the written guidelines developed with his/her supervising physician pursuant to 263 CMR 5.07(4)."
  - (b) 263 CMR 5.07(10), which states, "A physician assistant shall not prescribe controlled substances in Schedules II, III and IV for his or her own use..." in that the Licensee's ordering and purchasing controlled substances for his own use is the substantial equivalent of prescribing controlled substances for his own use.
  
6. The Licensee acknowledges that his failure to comply with federal and state laws and regulations governing controlled substances as alleged in the Complaint warrants disciplinary action by the Board under:
  - (a) 263 CMR 6.02(b) for violating any provision of the laws of the Commonwealth relating to the authorized practice of Physician Assistants or any rule or regulation adopted thereunder.
  - (b) 263 CMR 6.02(c) and M.G.L. c. 112, § 61, for engaging in deceit and gross misconduct in the practice of his profession as a Physician Assistant.
  - (c) 263 CMR 6.02(d) for engaging in practice which is fraudulent or beyond the authorized scope of practice for a Physician Assistant.
  - (d) 263 CMR 6.06(j) for violating any provision of M.G.L. c. 112, §§ 9C through 9K (to wit, M.G.L. c. 112, § 9H) or any rule or regulation of the Board (to wit, Board regulations cited in Paragraph 5, above).

7. The Licensee understands that this Agreement shall be incorporated into the records for the Licensee maintained by the Board. The Licensee further understands that this Agreement constitutes a "public record" within the meaning of M.G.L. c. 4, § 7 subject to public disclosure and that the Board may forward a copy of this Voluntary Surrender Agreement to other licensing boards or law enforcement entities, or both, as well as to any other individual or entity as required by law.
8. The Licensee understands that this Voluntary Surrender Agreement constitutes disciplinary action by the Board.
9. The Licensee further agrees to return to the Board his current Physician Assistant license at the time he returns the two signed, dated, and witnessed original copies of this Agreement.
10. The Board agrees that in return for the Licensee's execution of this Agreement and its return to the Board with his current Physician Assistant license as provided by this Agreement, the Board shall not prosecute before itself the allegations contained in the Complaint.
11. The Licensee understands and agrees that the conditions for any future reinstatement of his Physician Assistant license shall include, but not be limited to, the Licensee's evaluation by the Massachusetts Professional Recovery System ("MPRS"), participation in the MPRS as recommended by the MPRS, and successful completion of participation in the MPRS as determined by the MPRS and the Board.
12. The Licensee understands and agrees that the conditions for any future reinstatement of his Physician Assistant license shall include, but not be limited to, the Licensee's providing documentation satisfactory to the Board that any and all criminal cases brought against him have been closed before the Board will consider any written petition from the Licensee for license reinstatement.
13. The Licensee further understands and agrees that any future license reinstatement by the Board may be conditioned on his entering into a consent agreement with the Board for a period of license probation, the duration and terms of which to be determined by the Board at the time of any license reinstatement.
14. The Licensee understands that he may submit a request to the Board for license reinstatement in accordance with the Board Policy governing such reinstatement in effect at the time of any such request.

15. The Licensee understands and agrees that he will be required to meet any and all Board requirements for license reinstatement in effect at the time of he submits to the Board a request for license reinstatement.
16. The Licensee understands and agrees that the surrender of his Physician Assistant license as agreed under the terms of this Voluntary Surrender Agreement is a final act depriving him of all privileges of licensure as a Physician Assistant and is not subject to reconsideration or judicial review.
17. The effective date of this Agreement ("Effective Date") is the date on which the Board receives the Agreement that has been signed by the Licensee.
18. The Licensee understands and agrees that after the Effective Date of this Voluntary Surrender Agreement he will no longer be authorized to practice as a Physician Assistant in Massachusetts. The Licensee further understands that any practice as a Physician Assistant after the Effective Date of this Agreement may be referred to law enforcement for appropriate action, shall constitute additional grounds for complaint against his Physician Assistant license, and shall be considered by the Board in connection with any future request for license reinstatement by the Licensee.
19. The Licensee states that he has used legal counsel in connection with his decision to enter into this Voluntary Surrender Agreement or, if he did not, that he had an opportunity to do so and that his decision to enter into this Agreement was made of his own free will.
20. The Licensee certifies that he has read this document entitled "Voluntary Surrender Agreement." The Licensee understands that, by executing this Agreement, he is waiving his right to a formal hearing at which 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, to appeal to court in the event of an adverse ruling, and all other rights set forth in M.G.L. c. 30A, the Massachusetts Administrative Procedure Act, and 801 CMR 1.01 *et seq.*, the Standard Adjudicatory Rules of Practice and Procedure. The Licensee states that he further understands that in executing this document entitled "Voluntary Surrender Agreement" he is knowingly and voluntarily waiving his right to a formal hearing and to all of the above listed rights.

BY THE LICENSEE:

RD Martin  
Richard D. Martin

8-17-12  
Date

BY THE BOARD:

Sally Graham  
Sally Graham, Executive Director

8-17-2012  
Date (Effective Date)

M. Penta 8/17/12  
Witness Signature and Date

Samuel J. Penta  
Witness Print Name

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FOR BOARD USE:

An original copy of this Voluntary Surrender Agreement signed by the Board was mailed to the Licensee/~~Licensee's attorney~~ on 9/5/12 by Certified Mail No. 7010 2780 0001 8675 8381 by JHS.