IN THE MATTER OF	BEFORE THE
SUZZETTE VAN-LARE, PA-C	MARYLAND STATE
Respondent	BOARD OF PHYSICIANS
License Number: C0006037	Case Number: 2224-0080B

FINAL DECISION AND ORDER

PROCEDURAL HISTORY

Suzzette Van-Lare, PA-C, is a physician assistant, who was originally licensed to practice in Maryland, in 2016. On September 24, 2024, Disciplinary Panel B of the Maryland State Board of Physicians (the "Board") charged Ms. Van-Lare with violations of the Maryland Medical Practice Act, Md. Code Ann., Health Occ. §§ 14-101—14-702, and the Maryland Physician Assistants Act, Health Occ. §§ 15-101—15-502, alleging that she treated patients without delegation agreements, treated patients outside the scope of the delegation agreements, made false statements to the Board during the investigation, and failed to inform her supervisors about a complaint against her. *See* Md. Code Ann., Health Occ. §§ 14-603, 15-314 (a)(3)(ii), (41), (42), (45); 15-301, 15-302, 15-302.1, and 15-302.2 (LexisNexis Supp. 2023).[1]

On June 10 and 11, 2025, an Administrative Law Judge ("ALJ") held an evidentiary hearing at the Office of Administrative Hearings ("OAH"). At the hearing, the State introduced twenty-one exhibits, which were admitted into evidence. The State also presented testimony from a Board investigator, a Board allied health unit manager, and two physicians who served as Ms.

[1] In this Final Decision and Order, all substantive statutory citations to the Maryland Physician Assistants Act are to the statutes and regulations in place in 2023, at the time of the underlying conduct at issue.

Van-Lare's supervisors (herein "Supervisor 1" and "Supervisor 2"). Ms. Van-Lare had twelve exhibits admitted into evidence and testified on her own behalf.

On September 8, 2025, the ALJ issued a proposed decision, which concluded, as a matter of law, that Ms. Van-Lare was guilty of unprofessional conduct in the practice of medicine, Health Occ. § 15-314(a)(3)(ii); performed delegated medical acts beyond the scope of the delegation agreement filed with the Board, Health Occ. § 15-314(a)(41); performed delegated medical acts without the supervision of a physician, Health Occ. § 15-314(a)(42); and violated a State or federal law pertaining to the practice of a physician assistant, Health Occ. § 15-314(a)(45). As a sanction, the ALJ recommended a reprimand; a six-month suspension, to be followed by a two-year probation; and a $15,000 fine.

Ms. Van-Lare filed exceptions. Ms. Van-Lare objected to paragraphs 51, 56, and 73 in the proposed findings of facts, but did not take exception to the remaining 123 numbered proposed findings of facts paragraphs. Ms. Van-Lare also objected to the proposed conclusions of law and analysis. The State responded to Ms. Van-Lare's exceptions. On November 5, 2025, both parties appeared before Disciplinary Panel A ("Panel A" or the "Panel") of the Board for an exceptions hearing.

FINDINGS OF FACT

The facts are undisputed except for proposed findings of fact paragraphs 51, 56, and 73. The Panel adopts the parties' Stipulations of Fact ¶¶ 1-13 and the ALJ's Proposed Findings of Fact ¶¶ 1-126, and the discussion section excluding section 1. The ALJ's Stipulations of Fact ¶¶ 1-13, Proposed Findings of Fact ¶¶ 1-126, and the Discussion excluding section 1 and page 37 (pages 33-36, 38-40, 49-68) are incorporated by reference into the body of this document as if set forth in

full.[2] *See* attached ALJ Proposed Decision, Exhibit 1. The findings of fact were proven by the preponderance of evidence.

The Panel summarizes the findings of fact as follows:

Ms. Van-Lare's Supervision at Company 1

Ms. Van-Lare is a Maryland licensed physician assistant. From January 2022 to December 2023, Ms. Van-Lare was employed by a private mental health practice company ("Company 1") that offers at-home ketamine treatment for depression and anxiety through telehealth. Ketamine is a Schedule III controlled dangerous substance ("CDS"). Company 1 provides patients with online telemedicine via Zoom. Company 1 offers a self-guided, six-week ketamine program for patients for $1,200-$1,300 per package. The clinicians conduct a risk assessment to ensure there are no contraindications, such as cardiac disease, thyroid disorders, certain cancers, psychiatric conditions, uncontrolled recreational use of CDS, and unresolved childhood traumas. Company 1 practitioners only prescribed dissolving ketamine tablets sublingually[3] and do not prescribe nasal spray ketamine administration.

In 2022, the Board approved a delegation agreement between Ms. Van-Lare and Supervisor 1 at Company 1. Supervisor 1 is a licensed physician, board certified in general adult psychiatry and addiction psychiatry, who is a part owner and medical director of Company 1. Supervisor 1 conducted supervisory duties via phone calls, weekly Zoom meetings, one-to-one meetings, and quarterly chart reviews during which Ms. Van-Lare and Supervisor 1 would discuss patients and their care. On September 29, 2022, Ms. Van-Lare's addendum for advanced duties was approved

[2] The Panel's rejection of Ms. Van-Lare's exceptions to paragraphs 51, 56, and 73 are discussed in footnotes 5 and 6 below.

[3] For this sublingual medication administration, the ketamine tablet is placed under the tongue and then spit out and not swallowed.

for "Psychiatric Diagnostic Evaluations." Beginning September 2022, she continued to work under Supervisor 1 at Company 1 providing ketamine therapy[4] and psychiatric treatment to patients.

Ms. Van-Lare's Simultaneous Practice at Company 1 and Company 2

On May 1, 2023, Ms. Van-Lare texted Supervisor 1, stating that she was interested in establishing a company to treat patients for "anxiety, depression ADHD, insomnia and other non-psychotic disorders" on a part time basis. She asked if he would help supervise her at her new company for a flat fee. She explained that she would not be leaving Company 1 and would "not be prescribing ketamine," that Supervisor 1 would not need to see any patients, and she would complete all necessary documentation. Supervisor 1 responded that he would have to consult with Company 1's counsel to ensure there were no conflicts. A phone call was planned for that day, at 1:00 p.m., but Ms. Van-Lare was unable to reach Supervisor 1 at 1:00 p.m., because he accidentally gave her a phone number with a missing digit.[5] The next day, Ms. Van-Lare emailed the Board asking how to add a practice location for the delegation agreement. A Board staff member wrote back, explaining the process for submitting an "'ADD/CHANGE' location letter to the Board . . . ." The reply also stated, "**NOTE:** You may not begin practice at the new practice location until the Board acknowledges receipt, reviews, and approves the practice location amendment." Ms.

[4] The question of whether PAs can prescribe compounded ketamine for self-administration by the patient is not before the Panel as part of this case. Subsequently, on May 22, 2024, the Board voted that administering and prescribing ketamine for psychiatric conditions is an advanced duty for PAs.

[5] Ms. Van-Lare objected to this proposed factual finding, ¶51, regarding the planned phone call that did not occur, claiming it was not credible, corroborated, or supported by competent material, and substantial evidence based on Ms. Van-Lare's testimony. The Panel, however, adopts the ALJ's finding. The Panel does not find Ms. Van-Lare's testimony credible and finds that this finding was substantiated based on the text messages admitted into evidence.

Van-Lare never submitted an ADD/CHANGE letter nor submitted any information to the Board about any supervision at Company 2. Ms. Van-Lare and Supervisor 1 never formalized any delegation agreement nor any other formal or written agreement for supervision of delegated acts or advanced duties at Company 2.[6] In July or September 2023, Ms. Van-Lare began treating patients at Company 2, a solo private medical practice owned by Ms. Van-Lare where she provided psychiatric treatment for patients *via* telehealth. Company 2 treated patients with ketamine therapy for $350 for a six-week program. In addition, Company 2 treated patients with other psychiatric modalities and provided prescriptions for other psychiatric medications. Ms. Van-Lare treated Patients 1-3 for the last time at Company 1 on the same day as their first visit to Company 2. Many of her patients simply switched from Company 1 to Company 2 for their continuing ketamine prescriptions (Patients 1, 2, 3, 4, 5, 7, 8, 9), and other patients saw Ms. Van-Lare for other psychiatric treatment and medication (Patients 6, 8). In October and November 2023, Ms. Van-Lare suggested to several patients that they switch from oral to nasal administration of ketamine.

[6] Ms. Van-Lare objected to proposed factual findings, ¶¶ 56 and 73, which found that she did not have a formal or written delegation agreement with Supervisor 1 for Company 2. She claimed that this allegation was not credible, uncorroborated, and not supported by material evidence. She cites to her own testimony that Supervisor 1 was her supervisor and selectively quoted Supervisor 1's testimony that he collaborated at Company 1 "and outside of [Company 1]" as evidence of a supervisory relationship at Company 2. The ALJ, however, noted that Supervisor 1 stated that he had not created a formalized agreement or finalized plan and was not aware in November 2023 that Ms. Van-Lare was seeing patients at Company 2. Supervisor 1 specifically testified that he never supervised the 21 patients that Ms. Van-Lare saw between July and November 2023. Supervisor 1 also explicitly stated that he was certain that he had never finalized an agreement with Ms. Van-Lare. Ms. Van-Lare never introduced into evidence a written delegation agreement between Ms. Van-Lare and Supervisor 1 for Company 2, nor did the Board receive any change letter informing the Board that Ms. Van-Lare had a delegation agreement at Company 2. Based on the testimony and evidence before the Panel, the ALJ's proposed Findings of Fact ¶¶ 56 and 73 are, therefore, adopted.

Between September 2023 and January 2024, Patients 1-9 terminated their treatments with Company 1 after they followed Ms. Van-Lare to Company 2.

On November 6, 2023, Ms. Van-Lare texted Supervisor 1, because she was having trouble prescribing CDS and needed his Drug Enforcement Administration ("DEA") number. Supervisor 1 replied, "if you have a practice and are seeing patients we should sit down and clarify the roles and expectations of that." Ms. Van-Lare explained how she had used his DEA number before without issue and was prescribing nasal ketamine. Ms. Van-Lare described her new company and said that she had been seeing "21 patients total since July" for "traditional psychiatry/medication management" and only prescribed ketamine. On November 7, 2023, Supervisor 1 and Ms. Van-Lare spoke but never reached an agreement for his supervision of Ms. Van-Lare at Company 2.[7]

In December 2023, Company 1 became aware of an anonymous Reddit post claiming that a "psych" was stealing clients and determined that the post was referring to Ms. Van-Lare. On or about December 14, 2023, Company 1 terminated Ms. Van-Lare's employment based on its determination that Ms. Van-Lare was diverting patients to Company 2. That same day, Supervisor 1 emailed the Board that Ms. Van-Lare was no longer employed by Company 1 and was no longer under Supervisor 1's supervision. On December 15, 2023, Ms. Van-Lare terminated the 2022 Delegation Agreement with Supervisor 1.

Ms. Van-Lare's Practice without a Supervisor after her Relationship with Supervisor 1 Ended

On December 15, 2023, Ms. Van-Lare found Supervisor 2 through a LinkedIn post and emailed him requesting that he supervise her at Company 2. Supervisor 2, a Board-certified emergency medicine physician who has treated patients for psychiatric concerns wrote back asking

[7] See footnote 6 above.

for more details of her practice. Ms. Van-Lare wrote that she mainly prescribes non-controlled or schedule III medications and tries to avoid prescribing schedule II CDS, and that her primary work is treating conditions such as anxiety, depression, obsessive-compulsive disorder, ADHD, and insomnia. Ms. Van-Lare explained that she prescribes sublingual ketamine for anxiety and depression but most of her practice is traditional psychiatry and medication management. Ms. Van-Lare and Supervisor 2 had a brief discussion about supervision. Supervisor 2 agreed to provide supervisory services for Ms. Van-Lare and would be paid a $350 monthly fee. Supervisor 2 requested that, among other things, Ms. Van-Lare list with the Board that he was her collaborating physician.

On December 16, 2023, Ms. Van-Lare completed, and submitted to the Board, Part 1 of the "Delegation Agreement for Core Duties" application listing Supervisor 2. Under Ms. Van-Lare's electronic signature is a section titled "Receipt" which states, "Please note that your PSP [Primary Supervising Physician] needs to complete Part 2 of this agreement. You may not begin working until your PSP completes the delegation agreement. You may view the status of your delegation agreement in your Practitioner Profile on the Board's website." On December 16, 2023, Ms. Van-Lare wrote in an email to Supervisor 2 with the requested information and that she applied and paid for Supervisor 2 to be her PSP, noting the Board "usually approve[s] these things quickly so I expect them to send us an email next week." On December 17, 2023, Ms. Van-Lare notified Supervisor 2 that Ms. Van-Lare would have "to complete an additional document to provide psychiatric duties" that requires Supervisor 2's original signature and that she planned on completing this documentation the first week of January 2024. On December 18, 2023, Supervisor 2 advised Ms. Van-Lare to send him the paperwork from the Board for his signature when she received it. Supervisor 2 did not submit Part 2 of the delegation agreement in December 2023.

Ms. Van-Lare did not receive acknowledgement from the Board confirming receipt of a completed delegation agreement that would have authorized her to practice in December because Supervisor 2 had not completed or sent Part 2 of the agreement to the Board. Nevertheless, beginning in December 2023, Ms. Van-Lare provided psychiatric treatment and prescribed medications to patients at Company 2 without confirmation by the Board of receipt of the delegation agreement and without approval of an advanced duties addendum. For instance, on December 18, 2023, Ms. Van-Lare saw Patient 4 and prescribed ketamine for Patient 4 and saw Patient 6 and prescribed Adderall and Vyvanse for Patient 6, which are Schedule II CDS; on December 20, she prescribed ketamine for Patient 5; on December 21, she prescribed ketamine for Patient 2; on January 9, 2024, she prescribed ketamine for Patient 4; and, on January 15, she prescribed Adderall and Vyvanse for Patient 6. Ultimately, between December 18, 2023, and January 12, 2024, Ms. Van-Lare prescribed medications for Company 2 patients approximately 33 times.

Ms. Van-Lare's Practice under Supervisor 2

On or about January 14, 2024, Supervisor 2 submitted Part 2 of the 2024 Core Duties Agreement, which specified that he intended to delegate prescriptive authority to Ms. Van-Lare for non-CDS medications only. On January 14, 2024, the Board sent an approval email to Ms. Van-Lare with a copy to Supervisor 2 informing them that Ms. Van-Lare could now practice as a physician assistant under Supervisor 2's supervision. Ms. Van-Lare sent Supervisor 2 an email, on January 14, 2024, requesting that Supervisor 2 edit the delegation agreement, because "[m]uch of my practice is CDS." Supervisor 2 sent Ms. Van-Lare an email noting that he could not edit that portion of the delegation agreement while it is being reviewed by the Board. He indicated that she had his "express permission to prescribe CDS as part of her practice." At that time, Supervisor 2 did not have a CDS registration in Maryland and could not prescribe CDS or delegate that

authority to Ms. Van-Lare. *See* COMAR 10.32.03.05C(1). On January 17, 2024, Board staff notified Supervisor 2 and Ms. Van-Lare by email that the 2024 delegation agreement did not include prescriptive authorization.

Nevertheless, between January 14, 2024, and February 4, 2024, Ms. Van-Lare prescribed ketamine for at least 6 patients. On January 15, 2024, she prescribed Adderall and Vyvanse. On January 17, she prescribed lorazepam, a Schedule IV CDS, for Patient 8, and she continued that prescription on February 1. On January 30, she prescribed Patient 9 ketamine, and, on January 31, she prescribed Patient 5 ketamine. On February 5, 2024, Supervisor 2, after obtaining a Maryland CDS registration, submitted a "Modification of Existing Delegation Agreement Adding Prescriptive Authority," which delegated prescriptive authority to Ms. Van-Lare for CDS and non-CD, and, on February 6, 2024, the Board approved the modification.

Investigation related to Ms. Van-Lare's Treatment of Patient 1

Patient 1 received oral ketamine sublingually from Ms. Van-Lare at Company 1 beginning in March 2023. Between March and August, 2023, Ms. Van-Lare provided Patient 1 with five treatments of ketamine therapy at Company 1. Beginning September 20, 2023, Ms. Van-Lare provided psychiatric treatment to Patient 1 at Company 2. Beginning on October 27, 2023, Ms. Van-Lare prescribed a nasal ketamine prescription for Patient 1 instead of sublingual treatment, even though Patient 1 had a positive history of sublingual ketamine treatment. On October 30, 2023, Ms. Van-Lare experienced a longer processing time for the pharmacy and, because of the delay, offered Patient 1 two free sessions or a refund. Patient 1 accepted two free sessions. On November 13, 2023, Ms. Van-Lare contacted Patient 1, because three other patients had complained that they had no therapeutic response from the nasal ketamine. Even though Patient

1 did not complain about her nasal ketamine prescription, Ms. Van-Lare sent a six-week complimentary oral replacement treatment of ketamine to Patient 1.

Between December 3 and 7, 2023, Patient 1 was involuntarily admitted to a medical center for psychiatric treatment following an emergency petition filed by her daughter. Patient 1's daughter reported observing Patient 1 experiencing delusions, hallucinations, and paranoia, and that Patient 1 had not slept in days, stopped taking her other medications, isolated herself at home, and made bizarre online postings including how to make a gun.

On December 6, 2023, a family member of Patient 1 filed a complaint with the Board against Ms. Van-Lare, stating that Patient 1 began receiving ketamine by mail in March 2023, lost her job in July 2023, and "continued to downward spiral[,] becoming addicted to the ketamine." The complaint further stated that, in September 2023, Ms. Van-Lare told Patient 1 that she could provide the ketamine at a lower price and prescribed Patient 1 ketamine from Company 2. The complaint said that, by the end of November 2023, Patient 1 "was becoming increasingly manic" while using ketamine via nasal spray and orally. Finally, the complaint reported that, on December 3, Patient 1 was involuntarily admitted to a medical center for psychiatric treatment.

Between December 7 and 12, 2023, Patient 1 was involuntarily hospitalized and diagnosed with a "[m]anic episode with psychotic features, bipolar disorder versus substance induced mania (ketamine)." On December 7, 2023, as the result of an email from a physician at that hospital, Ms. Van-Lare agreed to cease providing ketamine therapy to Patient 1. The physician noted that, although Ms. Van-Lare was willing to see Patient 1 for "more conventional psychiatric care," he was "not sure if this will be appropriate given the nature of the practice." On December 11, 2023, the Board informed Ms. Van-Lare that it opened an investigation based on the complaint. Between January 11, 2024, and February 3, 2024, Patient 1 was again involuntarily admitted to a hospital

after another emergency petition was filed by a family member. The petition stated that Patient 1 had increasing agitation and violent aggression, including punching her daughter in the head, attacking her husband with a knife, grabbing a hammer, and refusing to leave the house. Ms. Van-Lare never notified Supervisor 1 or Supervisor 2 about the complaint related to Patient 1.

Additional information related to the investigation

In May 2024, the Board's Physician Assistant Advisory Committee ("PAAC") reviewed the delegation agreement and interviewed Supervisor 2. Supervisor 2 said that Ms. Van-Lare never notified him about the complaint and that he did not know that Ms. Van-Lare treated patients before the 2024 delegation agreement was approved.

During the investigation, Ms. Van-Lare told the Board investigator that she began seeing patients at Company 2 around September 2023, that Supervisor 1 supervised her while she was practicing at Company 2 until the delegation agreement was terminated, and that she moved on from Supervisor 1 because of a conflict of interest.

RELATED STATUTES

Physician Assistants are medical professionals licensed "to practice medicine with physician supervision." Health Occ. § 15-101(o). To practice as a physician assistant means that a physician assistant performs tasks "[d]elegated by a supervising physician to a physician assistant" and "[w]ithin the supervising physician's scope of practice." Health Occ. § 15-101(p)(1) and (2).

PAs are not "authorize[d] . . . to practice independent of a primary or alternate supervising physician." Health Occ. § 15-301(a).[8] PAs must limit their medical acts to those "[d]elegated by

[8] The ALJ's proposed decision misstates § 15-301(b) as § 15-301(a). ALJ Proposed Decision at 37.

the primary or alternate supervising physician; [a]ppropriate to the education training, and experience of the physician assistant; [c]ustomary to the practice of the primary or alternate supervising physician; and [c]onsistent with the delegation agreement filed with the Board." Health Occ. 15-301(b)(1)-(4). The delegation agreement is crucial, because a "physician may delegate medical acts to a physician assistant only after . . . [a] delegation agreement has been executed and filed with the Board." Health Occ. § 15-302(a). As a practical matter, the delegation agreement serves as proof that supervision exists and identifies the terms and limits of that supervision.

The Physician Assistants Practice Act specifies that in certain circumstances a physician assistant can begin practice before the delegation agreement is approved, but clarifies that "a physician assistant may assume the duties under a delegation agreement on the date that the Board acknowledges receipt of the completed delegation agreement." Health Occ. § 15-302.1(a). If switching delegation agreements, "[a] physician assistant whose delegation agreement is terminated may not practice as a physician assistant until the physician assistant receives preliminary approval of a new delegation agreement [notification by Board of receipt of the delegation agreement] under § 15-302.1 of this subtitle." Health Occ. §§ 15-302(m), 15-302.1(a). A physician assistant who violates these provisions can be sanctioned under Health Occ. § 15-314(a)(45) ("fails to comply with any State . . . law pertaining to the practice of a physician assistant").

MS. VAN-LARE'S EXCEPTIONS

Lack of Supervision by Supervisor 1 for Company 2

Ms. Van-Lare started Company 2 in or around May 2023. On May 1, 2023, she texted Supervisor 1, asking him to consider serving as her supervisor for this new company, and he wrote

back that he would need to consult with counsel at Company 1 but expressed openness to serving in that capacity. Supervisor 1 discussed with Ms. Van-Lare her starting a new practice, but they never finalized a written delegation agreement for Company 2. On May 2, 2023, Ms. Van-Lare sent a message to the Board asking how to amend her delegation agreement to "add a practice location." The next day, a Board licensure analyst described the process to "submit an 'ADD/CHANGE' location letter to the Board." Ms. Van-Lare did not submit such a change-letter and never created a delegation agreement with Supervisor 1 for Company 2. In the words of the ALJ, which the Panel has adopted, "[t]he Board's directions were clear that a change letter was necessary and must be on the company's letterhead" and "she never followed through."

Ms. Van-Lare claims that she had a delegation agreement with Supervisor 1 for Company 2. However, Ms. Van-Lare did not present any written agreement in her exhibits. While she asked if Supervisor 1 had ever "supervised PAs or NPs in the past for a flat monthly fee," there is no indication of any agreement for Ms. Van-Lare's Company 2 to pay Supervisor 1 for his supervision, no indication that she actually reached an agreement with him, and no evidence that she paid him for such supervision. Supervisor 1 testified that no agreement was finalized and that he did not supervise the 21 patients that Ms. Van-Lare saw between July and November 2023. Text messages between Ms. Van-Lare and Supervisor 1, in November 2023, indicate that Supervisor 1 was not aware of an agreement. Supervisor 1 wrote to Ms. Van-Lare: "if you have a practice and are seeing patients we should sit down and clarify the roles and expectations of that." Following that message, Ms. Van-Lare described her practice to Supervisor 1, including many basic details about Company 2 that he would have already known if a supervisory relationship had existed. Supervisor 1's lack of familiarity with her practice and the lack of clarity of roles and expectations demonstrate there was no agreement.

The ALJ addressed the following two issues: (1) Ms. Van-Lare's practice without Supervisor 1's knowledge and (2) Ms. Van-Lare's practicing outside the scope of the delegation agreement. The ALJ noted some inconsistencies in Supervisor 1's testimony and attributed them to confusion with the questions, the passage of time, or confusion of his role with the numerous businesses that he owns or serves as a collaborating/supervising physician. Based on the inconsistencies, the ALJ did not conclude that Ms. Van-Lare practiced without Supervisor 1's knowledge. Instead, the ALJ found that Ms. Van-Lare practiced outside the scope of the delegation agreement. Specifically, the ALJ found that when Ms. Van-Lare began prescribing nasal ketamine and transitioning to nasal ketamine, it was not a customary treatment of Supervisor 1's practice, there is no evidence that Ms. Van-Lare communicated the reasons for such a transition with Supervisor 1, and there is no indication that Ms. Van-Lare had any experience in prescribing and working with nasal ketamine. The Panel agrees that Ms. Van-Lare must act within her supervisor's customary practice in a manner consistent with her education, training, and experience. Health Occ. § 15-301(b)(2) & (3).[9] Nasal ketamine was neither in her alleged supervisor's customary practice, nor was it within her education, training, and experience.

The ALJ concluded that Ms. Van-Lare made false statements about her continued supervision by Supervisor 1 and that there was no formal delegation agreement between Ms. Van-Lare and Supervisor 1. The Panel concludes that Ms. Van-Lare's treatment of patients at Company 2 was not done under the supervision of Supervisor 1 and that Ms. Van-Lare's failure to fully

[9] Because the Panel finds that there was no supervisory agreement, the Panel finds that the violation is for practicing without supervision. There is no indication that she consulted with Supervisor 1 about prescribing nasal ketamine. A physician assistant may not perform an act "[t]hat has not been delegated by a primary or alternate supervising physician," Health Occ. § 15-301(d)(3)(ii), but Ms. Van-Lare prescribed nasal ketamine when Supervisor 1 stated that he would likely not have approved prescribing nasal ketamine.

communicate with Supervisor 1 about her work at Company 2 meant that she "essentially practice[d] medicine autonomously without any oversight from Supervisor 1." The Panel, thus, finds that Ms. Van-Lare's practice at Company 2 was not supervised before November 6, 2023, in violation of Health Occ. § 15-314(a)(42).

Practice Between November 7, 2023 and December 14, 2023

The ALJ notes a distinction between the period before the November 2023 text messages and after the November 2023 text messages. After those messages, Supervisor 1 certainly knew that Ms. Van-Lare was seeing patients and was attempting to use his DEA number to do so. And there is no evidence that Supervisor 1 informed Ms. Van-Lare that she should stop using his DEA number or stop seeing patients. However, Supervisor 1 and Ms. Van-Lare still had no written delegation agreement for Company 2. No modification to the delegation agreement adding Company 2 was sent to the Board. Supervisor 1 was still not paid for supervising Ms. Van-Lare at Company 2, nor was there an agreement to do so. Despite Supervisor 1's knowledge that Ms. Van-Lare was seeing patients outside of Company 1, there is still no evidence that a supervisory relationship existed, and the Panel finds that Ms. Van-Lare continued to practice without supervision between November 7, 2023, and December 14, 2023, in violation of Health Occ. § 15-314(a)(42).

Practice Between December 15, 2023, and January 14, 2024 (Lack of a Delegation Agreement with Supervisor 2)

The ALJ found that Ms. Van-Lare practiced without a delegation agreement between the time of her termination by Supervisor 1, on December 15, 2023, and the approval of her delegation agreement with Supervisor 2, on January 14, 2024. The ALJ explained that, while she submitted a new delegation agreement the day following the termination with Supervisor 1, on December

16, 2023, it was not finalized until Supervisor 2 completed Part 2 on January 14, 2024. Thus, between December 18, 2023, and January 12, 2024, Ms. Van-Lare provided unsupervised psychiatric treatment at Company 2, including prescribing medications for patients.

In her exceptions, Ms. Van-Lare claims that she had already executed a contract in which Supervisor 2 indicated that he would supervise her and that, in her experience, her approximately ten prior delegation agreements had all been "simultaneously approved," and she would not have practiced if she had been aware that Supervisor 2 did not complete his portion of the Delegation Agreement. In essence, she argues that she did not realize that the delegation agreement had not been completed, and she believed that she could practice immediately after her submission. However, the law required that Ms. Van-Lare wait until the Board acknowledged receipt of the completed delegation agreement before beginning to practice. Health Occ. §§ 15-302(m); 15-302.1(a). The delegation agreement form Ms. Van-Lare had used provided her notice that she needed to wait until the Board confirmed receipt, and she affirmatively expressed her understanding that she needed to wait before practicing to her intended supervisor. Nevertheless, she practiced before the delegation had been completed and before she was notified that the completed delegation agreement had been received.

Under the Board's statutes, Ms. Van-Lare was required to practice under supervision, and not independently, Health Occ. §§ 15-101(o), (p), 15-301(a); supervision requires delegation, Health Occ. § 15-301(b); and a physician may only delegate after a delegation agreement has been executed and filed with the Board, Health Occ. § 15-302(a). Under Maryland law, when a delegation agreement is terminated, a physician assistant "may not practice as a physician assistant **until the physician assistant receives preliminary approval** of a new delegation agreement," and "a physician assistant may assume the duties under a delegation agreement on the date that the

Board **acknowledges receipt** of the completed delegation agreement." Health Occ. §§ 15-302(m); 15-302.1(a) (emphasis added).

In the application itself, in the section titled "Receipt," under Ms. Van-Lare's electronic signature, the application states, "Please note that your PSP needs to complete Part 2 of this agreement. You may not begin working until your PSP completes the delegation agreement. You may view the status of your delegation agreement in your Practitioner Profile on the Board's website." Thus, in addition to the statute requiring her to wait until the Board acknowledged receipt, the application that she signed notified her that she could not work until her supervising physician completed his part of the application.

Contrary to Ms. Van-Lare's contention in her exceptions that she was unaware that the approval was not simultaneously granted, Ms. Van-Lare emailed Supervisor 2 that the Board "usually approve[s] these things quickly so I expect them to send us an email next week," indicating that she knew that she needed to wait for an acknowledgement. Thus, she knew, or should have known, that she could not practice until receiving confirmation of receipt from the Board. The application also explained how she could check the status of the application, which apparently, she did not do. As the ALJ explained, the "onus is on [Ms. Van-Lare] to exercise reasonable diligence in knowing the status of her delegation agreement."

As such, the Panel concludes that Ms. Van-Lare's practice of medicine between her termination by Supervisor 1, on December 15, 2023, and the approval of her next delegation agreement with Supervisor 2, on January 14, 2024, is a violation of Health Occ. § 15-314(a)(42) and (45).

Practice under Supervisor 2 between January 14, 2024, and February 4, 2024.

The ALJ found that Ms. Van-Lare performed duties that were outside the scope of the submitted delegation agreements for Supervisor 2. The Maryland Physician Assistants Act provides, "[a] physician may delegate medical acts to a physician assistant only after: . . . [a]ny advanced duties have been authorized as required[.]" Health Occ. § 15-302(a)(2). The requirements for the advanced duty of prescribing CDS is even more specific: "A primary supervising physician may not delegate prescribing, dispensing, and administering of controlled dangerous substances [CDS], prescription drugs, or medical devices unless the primary supervising and physician assistant include in the delegation agreement . . . [a] notice of intend to delegate prescribing . . . controlled dangerous substances, prescription drugs, or medical devices[.]" Health Occ. § 15-302.2(a); *see also* COMAR 10.32.03.08.

Between December 18, 2023, and January 12, 2024, Ms. Van-Lare prescribed CDS, including ketamine, for Patients 2, 4, and 5 and Adderall and Vyvanse to Patient 6, and, between January 14, 2024, and February 4, 2024, she prescribed ketamine for Patients 5 and 9, Adderall and Vyvanse for Patient 6, and Schedule IV lorazepam for Patient 8. Ms. Van-Lare prescribed approximately 30 medications, including 27 ketamine prescriptions to 23 patients, between December 18, 2023 and January 12, 2024, and prescribed approximately 13 medications, including nine ketamine prescriptions to 12 patients, between January 14, 2024 and February 4, 2024 (the delegation agreement modification added the advanced duty of prescribing on February 4). Before February 4, 2024, Supervisor 2 did not delegate prescriptive authority for CDS to Ms. Van-Lare and could not have delegated prescribing CDS because he did not have CDS registration in Maryland. His delegation of CDS prescribing was first approved on February 5, 2024.

Ms. Van-Lare argues in exceptions that she believed that Supervisor 2 had delegated CDS prescriptive authority, in light of their "extensive contract," and was "completely blindsided" when she learned that he had not and further that he did not have a Maryland CDS registration. However, Ms. Van-Lare's "extensive contract" with Supervisor 2 does not discuss CDS prescribing. Ms. Van-Lare's ignorance of Supervisor 2's authorized scope of practice and of the terms of the contract she signed does not absolve her of prescribing without the requisite authorization. As a physician assistant, it was her responsibility to limit her scope of practice to her delegation agreement, to be aware of what authorization has been delegated, and not to practice beyond her supervisor's authorized practice.

Regardless, the record shows that Ms. Van-Lare had been aware that Supervisor 2 did not have a CDS registration. On January 14, 2024, Supervisor 2 and Ms. Van-Lare communicated about his lack of authority to prescribe CDS, and the Board notified Ms. Van-Lare that Supervisor 2 lacked CDS prescribing authority by email, on January 17, 2024. But Ms. Van-Lare continued to prescribe medications, including CDS, without authority under the delegation agreement to at least six patients between January 14, 2024, and February 4, 2024. Her prescribing violated Health Occ. §§ 15-314(41), because it was outside the scope of the delegation agreement and in violation of § 15-314(45), as a result of her failure to comply with Health Occ. §§ 15-301 and 15-302.2.

Failure to notify supervisors about Patient 1's Complaint

The Board received a complaint from a relative of Patient 1, on or about December 6, 2023. On December 11, 2023, the Board emailed Ms. Van-Lare, seeking her response to the complaint. At the time of the complaint, Ms. Van-Lare was being supervised by Supervisor 1 and her treatment of Patient 1 was under Supervisor 1's supervision and delegation. Ms. Van-Lare, however, did not notify Supervisor 1 of the complaint. Supervisor 1 stated that Ms. Van-Lare

should have discussed Patient 1's condition with him and advised him on Patient 1's hospitalization.

Ms. Van-Lare also did not inform Supervisor 2 about the complaint when she hired him to supervise her. Supervisor 2 was informed for the first time about the complaint during his interview with the Board, on May 16, 2024, and he stated that it was "unacceptable" to not share the complaint with him. He explained, "it was abundantly clear that should there be any issues, [he] should be notified immediately, verbally and certainly in a written form." Supervisor 2 stated that the non-disclosure was a "big deal" that placed him in a "bad position" from a "patient safety standpoint."

The ALJ cited to the supervising physician's attestation "accept[ing] responsibility for any care given by the named [physician assistant]," to find that the supervising physician is "ultimately responsible for all acts of the [physician assistant] . . . [and] there is an inherent understanding that the [physician assistant]'s actions that may subject a [supervising physician] to discipline should be disclosed to the [supervising physician]." Both supervisors stated that they had expected Ms. Van-Lare to disclose a complaint to them. Based on the attestation of responsibility of the supervising physician along with the supervisors' statements that they expected disclosure of any complaint, the ALJ found that Ms. Van-Lare acted beyond the scope of her delegation agreements by failing to disclose the complaints.

In her exceptions, Ms. Van-Lare argues that her delegation agreement did not require disclosure of Board complaints. She claims that the Board communication that stated that the complaint was "personal and confidential" caused her to believe that she was not permitted to share information about the Board investigation with her supervisors. She claims further that the Board notified her that the complaint was being fully investigated, on January 26, 2024, which

was after the termination of her supervision by Supervisor 1. Additionally, she argues that the complaint had nothing to do with any supervision by Supervisor 2, so it was unnecessary to inform him. Finally, Ms. Van-Lare claims that not disclosing the complaint was not "beyond the scope of her delegation agreement."

The State responded that it was implausible that she believed that she was unable to inform her supervisor, when the supervisor is responsible for the acts of the physician assistant, including those that result in a Board complaint. The State notes that the original notice was from December 11, 2023, during the supervision of Supervisor 1 and that both supervisors testified that they expected Ms. Van-Lare would disclose that she received a complaint.

The Panel agrees with the analysis of the ALJ and the State. A physician assistant is not authorized to practice independently. Health Occ. § 15-301. A primary supervising physician must "[a]ccept responsibility for any medical acts performed by the physician assistant." COMAR 10.32.03.07A(2).[10] Further, a supervisor must "[p]rovide continuous supervision of the physician assistant." COMAR 10.32.03.07A(3). In the approval of the Psychiatric Diagnosis Evaluation addendum, the Board specifically states, "primary supervising physicians are . . . [n]ot relieved of the responsibility for any and all medical acts the physician assistant performs."

At the time of the treatment Ms. Van-Lare provided that is at issue in the complaint, she was acting under the supervision of Supervisor 1, thus he was responsible for those medical acts. The Panel finds that Ms. Van-Lare should have informed him about the complaint against her. Failure to inform Supervisor 1 about the complaint was unprofessional and inconsistent with her delegation agreement with him.

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[10] Supervisor 1 explicitly attested to his responsibility for care given by Ms. Van-Lare in his advanced duty addendum. (R.20.)

Supervisor 2 was not responsible for the treatment of Patient 1 at issue in the complaint, because that treatment happened before he was hired to supervise Ms. Van-Lare. However, a primary supervising physician may only delegate medical acts that "[a]re within the scope of practice of the primary supervising physician. . . and [] are suitable to be performed by the physician assistant, taking into account the physician assistant's: (i) Education; (ii) Training; and (iii) Level of competence." COMAR 10.32.03.07A(4). This supervising relationship, therefore, requires, as Supervisor 2 testified, "that we have open and frank discussion of any issues . . . that would potentially affect her ability to prescribe medication or treat patients," and the Panel concludes that such open discussion that could impact his supervision would include any complaints related to her treatment of patients, including those prior to their supervisory relationship. Similarly, he testified that he would expect to be told about active complaints because it would be "an important part of establishing a clear line of communication between a collaborating physician and practitioner." The Panel agrees with Supervisor 2. A significant portion of Ms. Van-Lare's practice concerned prescribing ketamine, and, therefore, it was crucial for Supervisor 2 to know about a complaint regarding her ketamine prescribing. For supervision to be effective, the physician assistant must be transparent, especially when there are allegations of errors made by the physician assistant. Her failure to inform Supervisor 2 about the pending complaint was unprofessional and violated these requirements inherent in the supervisory relationship.

False Statement to the Board during the Investigation

The ALJ found that Ms. Van-Lare made a false statement, report or representation to the Board. Under Health Occ. § 14-603, "[a] person may not make any false statement, report, or representation to the Board or a disciplinary panel." This statutory violation constitutes a failure

to "comply with any State or federal law pertaining to the practice as a physician assistant" in violation of Health Occ. § 15-314(a)(45). It is also unprofessional, under Health Occ. § 15-314(a)(3)(ii).

The ALJ found the following statements by Ms. Van-Lare were false statements and made with the intent to deceive the Board in hopes of avoiding disciplinary action: (1) Supervisor 1 continuously supervised her at Company 2; (2) in September 2023, she began treating patients at Company 2; (3) she terminated the delegation agreement with Supervisor 1 to avoid a conflict of interest because she did not want to compete with Company 1.

Ms. Van-Lare claims in her exceptions that Supervisor 1 had continuously supervised her at Company 2. She also contends that the 2022 Delegation Agreement with Supervisor 1 was already on file with the Board and that it was misguided to conclude that no relationship existed simply because there was no evidence of any business contract specifying the supervisory duties, scope of practice, or payment scheme. She also argues that it was not incorrect to claim that she terminated the delegation agreement after learning from Company 1 that there was a conflict of interest. Ms. Van-Lare did not address the claim that she falsely told the Board that she began treating patients in September 2023.

As it pertains to the claim of continuous supervision, the ALJ explained that Ms. Van-Lare "misrepresented her supervisory relationship with Supervisor 1 and withheld or concealed that there was no formal agreement for supervision for Company 2." As discussed above, Ms. Van-Lare never formalized preliminary discussions, in May 2023, about supervision at Company 2. She did not create any written collaboration agreement with Supervisor 1 regarding Company 2. There was no discussion of the scope of practice or payment scheme, leading the ALJ to conclude that the agreement was never finalized. Supervisor 1 seemed to be unaware that Ms. Van-Lare

had a practice, stating "if you have a practice and are seeing patients we should sit down and clarify the roles and expectations of that." Additionally, Ms. Van-Lare had begun treating patients with nasal ketamine without a discussion of this modification to their treatment with Supervisor 1. Ms. Van-Lare's statements claiming that an agreement existed were false and the ALJ correctly found a violation of Health Occ. § 14-603.

Next, the timing of when she first began to see patients at Company 2 affected the Board's investigation. The ALJ explained that the statement that she began treating patients in September 2023 had an impact on the scope of the medical records the Board requested. At the hearing, text messages from Ms. Van-Lare to Supervisor 1 indicated that she had been seeing patients at Company 2 since July 2023. The Board did not subpoena any records from before September 2023. Nevertheless, the Panel does not find that Ms. Van-Lare misstatements rise to the level of misrepresentation. In her interview, when asked when she was seeing patients, she responded, "It was 2023. I would say September, maybe, I don't know." Ms. Van-Lare was not sure and did not misrepresent her knowledge but instead expressed her ambivalence about the accuracy of the date.

Finally, Ms. Van-Lare told the Board that she left Company 1, because "I knew I had to move on from [Supervisor 1], just conflict of interest, and I just was moving on to other horizons. I didn't want him to feel like I was competing with Company 1 in any way. I just didn't want to be associated with [Company 1]." The evidence at the hearing revealed that Company 1 and Supervisor 1 became aware that Ms. Van-Lare was soliciting and treating individuals who had been patients at Company 1. According to the complaint, in September 2023 or earlier, Ms. Van-Lare told Patient 1 to stop being treated at Company 1 because she could provide the drugs more inexpensively. As the ALJ explained, "there were nine patients who 'magically migrated' from Company 1 to Company 2 and the evidence was clear that at least three of those patients cancelled

services with Company 1 in order to receive the same services on the same date at a cheaper rate with Company 2." The ALJ found that her claim that she did not want to feel like she had a conflict was intentionally misleading. Supervisor 1 along with staff from Company 1 terminated her employment and notified the Board that she was no longer employed at Company 1 and was no longer under Supervisor 1's supervision. The ALJ found that Ms. Van-Lare "[i]mplying that there was no bad blood and stating that she was trying to avoid competition were false statements that misrepresented the facts." The Panel agrees with this assessment based on the statement in the complaint, along with the migration of patients from Company 1 to Company 2 in a short period making it likely that Ms. Van-Lare solicited these patients and that she did not leave Company 1 because of her concern about a conflict of interest, but rather when she was fired, or it became clear that she was going to be fired, after Company 1 discovered that she was soliciting patients. Ms. Van-Lare's statements were false, intentionally misleading, and a violation of Health Occ. § 14-603.

Unprofessional Conduct

Ms. Van-Lare did not specify the basis for her exceptions related to unprofessional conduct. *See* Health Occ. § 15-314(a)(3)(ii). She correctly notes that the violation for unprofessional conduct largely overlaps with the remaining violations. The ALJ correctly quoted *Finucan*, that unprofessional conduct "raises reasonable concerns that an individual abused, or may abuse, the status of being a physician in such a way as to harm patients or diminish the standing of the medical profession in the eyes of a reasonable member of the general public." *Finucan v. Maryland Bd. of Physician Quality Assur.*, 380 Md. 577, 601 (2004). The ALJ explained that false statements to the Board during an interview constituted unprofessional conduct in *Cornfeld v. State Bd. of*

Physicians, 174 Md. App. 456, 481 (2007) ("[m]aking a false statement to a physician disciplinary board meets the *Banks* 'sufficiently intertwined with patients care standard.'")

The ALJ noted that Ms. Van-Lare failed to file a supervisory arrangement with Supervisor 1 or failed to file an amendment to her existing delegation agreement, causing her to "essentially practice medicine autonomously without any oversight from Supervisor 1." The ALJ found she then diverted patients to her new practice by offering lower prices; began prescribing nasal ketamine to patients who were stable and successful using oral ketamine; offered complimentary ketamine to patients after a shipping delay without consulting with Supervisor 1; provided Patient 1 sublingual and nasal ketamine at the same time resulting in Patient 1 abusing it and taking both doses in a manner not prescribed, eventually resulting in Patient 1 exhibiting psychotic and manic symptoms and eventually ended with an emergency petition and involuntary admission to a psychiatric hospital; exposed Supervisor 1 to potential liability by failing to disclose this information to Supervisor 1 and by modifying the route of administration of ketamine for her treatment of patients without notifying Supervisor 1; continued to treat patients and prescribe CDS before the delegation agreement was completed and then continued to prescribe CDS before her supervising physician had a CDS registration; and when interviewed, she made false statements to the Board during its investigation. The Board agrees with the ALJ that these actions constitute unprofessional conduct in the practice of medicine, in violation of Health Occ. § 15-314(a)(3)(ii).

CONCLUSIONS OF LAW

Based on the foregoing conduct, Disciplinary Panel A concludes, as a matter of law, that Ms. Van-Lare is guilty of unprofessional conduct in the practice of medicine, in violation of Health Occ. § 15-314(a)(3)(ii); performed delegated medical acts beyond the scope of the delegation agreement filed with the Board, in violation of Health Occ. § 15-314(a)(41); performed delegated

medical acts without the supervision of a physician, in violation of Health Occ. § 15-314(a)(42); and failed to comply with any State or federal law pertaining to the practice of a physician assistant, in violation of Health Occ. § 15-314(a)(45). Panel A finds the Health Occ. § 15-314(a)(45) violation based upon the findings that Ms. Van-Lare made a false statement, report or representation to the Board, in violation of § 14-603 of the Health Occupations Article; practiced beyond the scope of her license, in violation of Health Occ. § 15-301(a), and (d)(3)(ii); practiced as a physician assistant before receiving the Board's preliminary approval of a new delegation agreement, in violation of Health Occ. § 15-302(m); assumed the duties of a delegation agreement before the date the Board acknowledged receipt of the completed delegation agreement, in violation of Health Occ. § 15-302.1(a); and performed delegated acts including prescribing controlled dangerous substances when beyond the scope of the authorized delegation agreement in violation of Health Occ. 15-302.2(a).

SANCTION

As a sanction, the ALJ recommended that the Board impose a reprimand, six-month suspension, followed by a two-year probation, and a $15,000 fine.

The ALJ explained that the sanctioning guidelines sets a range from reprimand to revocation and $5,000 to $25,000 fine for violation of § 15-314(a)(3)(ii); a 3-month suspension to revocation and $5,000 fine for violation of § 15-314(a)(41); a 3-month suspension to revocation and $5,000 fine for violation of § 15-314(a)(42); and no specific recommendation for violating § 15-314(a)(45). The ALJ also considered aggravating and mitigating factors under COMAR 10.32.03.17B(4) and (5). The ALJ considered that Ms. Van-Lare had no previous disciplinary history, but committed multiple instances of unprofessional conduct, practiced without supervision, and caused harm to Patient 1.

Ms. Van-Lare notes that the ALJ found her to be highly educated and articulate, has shown persistence and tenacity in her career, works in a State psychiatric facility, helps patients with autism, and has taken CMEs on mental health disorders and psychiatric treatment. She argues that the complaint was from a patient who abused medications. Ms. Van-Lare explains that a six-month suspension will "eviscerate her ability to practice medicine" and impede her ability to support herself and her family. She requests that the Panel lower the duration of suspension and increase the time limit to pay the fine.

The State responded that the sanctions were within the lower recommended range. The State recommended that the Panel impose the sanctions recommended by the ALJ and add a course in ethics.

The Panel has considered the mitigating lack of disciplinary history. COMAR § 10.32.02.09(B)(5). The Panel has also considered the aggravating pattern of misconduct and patient harm as well as her failure to cooperate with the investigation by making false statements to the investigators. COMAR § 10.32.02.09(B)(6).

The Panel recognizes that this was a first offense but also agrees that this is a serious violation that constituted a pattern of behavior that caused patient harm. The Panel will impose a sanction at the lower range of the sanctioning range of reprimand, three-month suspension with a requirement to complete courses in Ethics and CDS prescribing, followed by two years of probation that includes supervision by a board-certified physician supervisor and a $10,000 fine to be paid within two years.

ORDER

It is, by an affirmative vote of a majority of a quorum of Disciplinary Panel A, hereby

ORDERED that **SUZZETTE VAN-LARE, PA-C**, is **REPRIMANDED**; and it is further

ORDERED that Ms. Van-Lare's license to practice medicine is **SUSPENDED** for a minimum period of **THREE MONTHS**;[11] and it is further

ORDERED that during the suspension, Ms. Van-Lare shall comply with the following terms and conditions of the suspension:

(a) Within **THREE (3) MONTHS**, Ms. Van-Lare is required to take and successfully complete a course in ethics and a course in CDS prescribing. The following terms apply:

(1) it is Ms. Van-Lare's responsibility to locate, enroll in and obtain the disciplinary panel's approval of the courses before the courses are begun;
(2) Ms. Van-Lare must provide documentation to the disciplinary panel that Ms. Van-Lare has successfully completed the courses;
(3) the courses may not be used to fulfill the continuing medical education credits required for license renewal;
(4) Ms. Van-Lare is responsible for the cost of the courses.

(b) During the suspension period, Ms. Van-Lare shall not:

(1) practice medicine;
(2) take any actions after the effective date of this Order to hold herself out to the public as a current provider of medical services;
(3) authorize, allow, or condone the use of Ms. Van-Lare's name or provider number by any health care practice or any other licensee or health care provider;
(4) function as a peer reviewer for the Board or for any hospital or other medical care facility in the state;
(5) prescribe or dispense medications; or
(6) perform any other act that requires an active physician assistant license; and

(c) Ms. Van-Lare shall establish and implement a procedure by which Ms. Van-Lare's patients may obtain their medical records without undue burden and notify all patients of that procedure.

ORDERED that Ms. Van-Lare shall not apply for early termination of suspension; and it is further

ORDERED that after the minimum period of suspension imposed by the Order has passed and Ms. Van-Lare has fully and satisfactorily complied with all terms and conditions for the

[11] If Ms. Van-Lare's license expires during the period of the suspension, the suspension and any conditions will be tolled.

suspension, Ms. Van-Lare may submit a written petition for termination of suspension. After determination that Ms. Van-Lare has complied with the relevant terms of the Order, the disciplinary panel may administratively terminate Ms. Van-Lare's suspension through an order of the disciplinary panel. Upon termination of the suspension, Ms. Van-Lare is placed on **PROBATION** for a minimum period of **TWO YEARS**. During the probationary period Ms. Van-Lare shall comply with the following probationary terms and conditions:

(1) Ms. Van-Lare shall be subject to supervision for a minimum of **TWO YEARS** by a disciplinary panel-approved board-certified physician, who may be Ms. Van-Lare's collaborating physician, as follows:

(a) within **30 CALENDAR DAYS** of the effective date of this Order, Ms. Van-Lare shall provide the disciplinary panel with the name, pertinent professional background information of the supervisor whom Ms. Van-Lare is offering for approval, and written notice to the disciplinary panel from the supervisor confirming his or her acceptance of the supervisory role of Ms. Van-Lare;
(b) Ms. Van-Lare's proposed supervisor, to the best of Ms. Van-Lare's knowledge, should not be an individual who is currently under investigation, and has not been disciplined by the Board within the past five years;
(c) if Ms. Van-Lare fails to provide a proposed supervisor's name within 30 calendar days from the effective date of the order, Ms. Van-Lare's license shall be automatically suspended from the 31st day until Ms. Van-Lare provides the name and background of a supervisor;
(d) the disciplinary panel, in its discretion, may accept the proposed supervisor or request that Ms. Van-Lare submit a name and professional background, and written notice of confirmation from a different supervisor;
(e) the supervision begins after the disciplinary panel approves the proposed supervisor;
(f) the disciplinary panel will provide the supervisor with a copy of this Order and any other documents the disciplinary panel deems relevant;
(g) Ms. Van-Lare shall grant the supervisor access to patient records selected by the supervisor from a list of all patients, which shall, to the extent practicable, focus on the type of treatment at issue in Ms. Van-Lare's Order;
(h) if the supervisor for any reason ceases to provide supervision, Ms. Van-Lare shall immediately notify the Board and shall not practice medicine beyond the 30th day after the supervisor has ceased to provide supervision and until Ms. Van-Lare has submitted the name and professional background, and written notice of confirmation, from a proposed replacement supervisor to the disciplinary panel;
(i) it shall be Ms. Van-Lare's responsibility to ensure that the supervisor:

(1) reviews the records of 10 patients each month, such patient records to be chosen by the supervisor and not Ms. Van-Lare;

(2) meets in-person with Ms. Van-Lare at least once each month and discuss in-person with Ms. Van-Lare the care Ms. Van-Lare has provided for these specific patients;
(3) be available to Ms. Van-Lare for consultations on any patient;
(4) maintains the confidentiality of all medical records and patient information;
(5) provides the Board with a minimum of **EIGHT** quarterly reports which detail the quality of Ms. Van-Lare's practice, any deficiencies, concerns, or needed improvements, as well as any measures that have been taken to improve patient care; and
(6) immediately reports to the Board any indication that Ms. Van-Lare may pose a substantial risk to patients;

(j) Ms. Van-Lare shall follow any recommendations of the supervisor;
(k) if the disciplinary panel, upon consideration of the supervisory reports and Ms. Van-Lare's response, if any, has a reasonable basis to believe that Ms. Van-Lare is not meeting the standard of quality care or failing to keep adequate medical records in his or her practice, the disciplinary panel may find a violation of probation after a hearing.

(2) Ms. Van-Lare shall pay a civil fine of **$10,000** within **TWO YEARS** from the beginning of her probation. The Payment shall be by money order or bank certified check made payable to the Maryland Board of Physicians and mailed to P.O. Box 37217, Baltimore, Maryland 21297; it is further

ORDERED that Ms. Van-Lare shall not apply for early termination of probation; and it is further

ORDERED that, after Ms. Van-Lare has complied with all terms and conditions of probation, including the receipt of eight satisfactory reports from the physician supervisor, and the minimum period of probation imposed by the Final Decision and Order has passed, Ms. Van-Lare may submit to the Board a written petition for termination of probation. After consideration of the petition, the probation may be terminated through an order of the disciplinary panel. Ms. Van-Lare may be required to appear before the disciplinary panel to discuss her petition for termination. The disciplinary panel may grant the petition to terminate the probation, through an order of the disciplinary panel, if Ms. Van-Lare has complied with all probationary terms and conditions and there are no pending complaints relating to the charges; and it is further

ORDERED that a violation of suspension or probation constitutes a violation of this Order; and it is further

ORDERED that the effective date of the Final Decision and Order is the date the Final Decision and Order is signed by the Executive Director of the Board. The Executive Director signs the Final Decision and Order on behalf of the disciplinary panel which has imposed the terms and conditions of this Order; and it is further

ORDERED that Ms. Van-Lare is responsible for all costs incurred in fulfilling the terms and conditions of this Order; and it is further

ORDERED that, if Ms. Van-Lare allegedly fails to comply with any term or condition imposed by this Order, Ms. Van-Lare shall be given notice and an opportunity for a hearing. If the disciplinary panel determines there is a genuine dispute as to a material fact, the hearing shall be before an Administrative Law Judge of the Office of Administrative Hearings followed by an exceptions process before a disciplinary panel; and if the disciplinary panel determines there is no genuine dispute as to a material fact, Ms. Van-Lare shall be given a show cause hearing before a disciplinary panel; and it is further

ORDERED that after the appropriate hearing, if the disciplinary panel determines that Ms. Van-Lare has failed to comply with any term or condition imposed by this Order, the disciplinary panel may reprimand Ms. Van-Lare, place her on probation with appropriate terms and conditions, or suspend with appropriate terms and conditions, or revoke her license to practice medicine in Maryland. The disciplinary panel may, in addition to one or more of the sanctions set forth above, impose a civil monetary fine on Ms. Van-Lare; and it is further

ORDERED that this Order is a public document. *See* Health Occ. §§ 1-607, 14-411.1(b)(2) and Gen. Prov. § 4-333(b)(6).

04/27/2026
Date

Signature on File

Christine A. Farrelly, Executive Director
Maryland State Board of Physicians

NOTICE OF RIGHT TO PETITION FOR JUDICIAL REVIEW

Pursuant to Md. Code Ann., Health Occ. § 15-315(b), Ms. Van-Lare has the right to seek judicial review of this Final Decision and Order. Any petition for judicial review shall be filed within 30 days from the date of mailing of this Final Decision and Order. The cover letter accompanying this final decision and order indicates the date the decision is mailed. Any petition for judicial review shall be made as provided for in the Administrative Procedure Act, Md. Code Ann., State Gov't § 10-222 and Title 7, Chapter 200 of the Maryland Rules of Procedure.

If Ms. Van-Lare files a petition for judicial review, the Board is a party and should be served with the court's process at the following address:

Maryland State Board of Physicians
Christine A. Farrelly, Executive Director
4201 Patterson Avenue
Baltimore, Maryland 21215

Notice of any petition should also be sent to the Board's counsel at the following address:

David S. Finkler
Assistant Attorney General
Department of Health
300 West Preston Street, Suite 302
Baltimore, Maryland 21201

Exhibit 1

MARYLAND BOARD OF	*	**BEFORE TRACEE N. HACKETT,**
PHYSICIANS	*	**AN ADMINISTRATIVE LAW JUDGE**
v.	*	**OF THE MARYLAND OFFICE**
SUZZETTE VAN-LARE, PA-C,[1]	*	**OF ADMINISTRATIVE HEARINGS**
RESPONDENT	*	**OAH No.: MDH-MBP2-74-24-31811**
LICENSE No.: C0006037	*	

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PROPOSED DECISION

STATEMENT OF THE CASE
ISSUES
SUMMARY OF THE EVIDENCE
PROPOSED FINDINGS OF FACT
DISCUSSION
PRPOSED CONCLUSIONS OF LAW
PROPOSED DISPOSITION

Received
SEP 11 2025
MD Board of Physicians

STATEMENT OF THE CASE

On September 24, 2024, the Maryland State Board of Physicians (Board) issued charges against Suzzette Van-Lare, PA-C (Respondent) for alleged violations of the Maryland Physician Assistants Act (the Act). Md. Code Ann., Health Occ. §§ 15-101 *et seq.* (2021 & Supp. 2023).[2] Specifically, the Respondent is charged with violating sections 15-314(a)(3)(ii), (41), (42), and (45) of the Act. Code of Maryland Regulations (COMAR) 10.32.02.03E(3)(d). On November 18, 2024, the matter was delegated to the Office of Administrative Hearings (OAH) for a hearing to issue proposed findings of fact, proposed conclusions of law, a proposed disposition, and proposed sanctions. Md. Code Ann., State Gov't §10-205 (2021).

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[1] Physician Assistant – Certified.

[2] Portions of the Act were amended by the Maryland General Assembly in 2024. For purposes of determining whether the Respondent committed any of the alleged violations as charged, I utilized the laws in place at the time of her actions. For purposes of determining the penalties, however, I utilized the current law. Unless otherwise noted, all references to the Health Occupations Article of the Maryland Code Annotated are to the 2023 supplement.

On November 20, 2024, at 9:00 a.m., a Disciplinary Committee for Case Resolution (DCCR) meeting was scheduled to explore the possibility of a resolution. COMAR 10.32.02.03E(9). On November 18, 2024, before the scheduled DCCR meeting, the Respondent withdrew her request for the DCCR meeting; therefore, the scheduled DCCR meeting was not held and did not resolve the charges.

On December 17, 2024, the OAH sent a Notice of Remote Scheduling Conference (Notice) to both parties via mail through the United States Postal Service at their respective addresses on record. Code of Maryland Regulations (COMAR) 28.02.01.05C. The Notice informed the parties that the Remote Scheduling Conference (Conference) was scheduled for Monday, February 3, 2025, at 9:30 a.m., and provided the login information for accessing the Webex videoconferencing platform (Webex) by video or by telephone.

On February 3, 2025, I held the Conference via Webex as scheduled. COMAR 28.02.01.20B. Veronica Colson, Assistant Attorney General and Administrative Prosecutor, represented the State of Maryland (State). Cory M. Silkman, Esquire, represented the Respondent, who was not present, and was accompanied by a legal extern, who was solely present to observe. On February 5, 2025, I issued a Scheduling Order, and on February 11, 2025, I issued an amended Scheduling Order to fix a typographical error based upon the Motion to Correct filed by the State on February 10, 2025.

On February 7, 2025, the OAH sent the parties a Notice of Remote Prehearing Conference (Notice 2) stating that the conference would be held on April 21, 2025, at 9:30 a.m. via Webex. COMAR 28.02.01.17.

On April 4, 2025, the State filed its Prehearing Conference Statement pursuant to the Remote Prehearing Conference Instructions that accompanied Notice 2. On April 18, 2025, the Respondent filed her Prehearing Conference Statement.

On April 21, 2025, I convened the Prehearing Conference as scheduled. Ms. Colson appeared on behalf of the State. Mr. Silkman appeared on behalf of the Respondent, who was not present. During the Prehearing Conference, the parties agreed to schedule a Motions Hearing on May 22, 2025. On April 25, 2025, I issued the Prehearing Conference Report and Order to the parties.

On May 22, 2025, I convened the Motions Hearing as scheduled. Ms. Colson was present as well as a court reporter. Mr. Silkman did not appear. I converted the Motions Hearing to a Prehearing Conference as neither party had filed any motions or filed any request to remove or cancel this proceeding. Ms. Colson did move for a default order. I concluded that because there were no motions filed, Mr. Silkman most likely assumed the Motions Hearing had been canceled. I did not issue any orders or any report as a result of this proceeding because no substantive matters were discussed, and a hearing schedule had already been set on April 21, 2025 with both parties present.

I held a remote hearing on June 10 and 11, 2025, via the Webex online videoconferencing platform. Ms. Colson represented the State of Maryland. Mr. Silkman represented the Respondent, who was present.

The contested case provisions of the Administrative Procedure Act, the Rules of Procedure for the Board, and the Rules of Procedure of the OAH govern procedure in this case. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2021 & Supp. 2024); COMAR 10.32.02; COMAR 28.02.01.

ISSUES

The issues in this case are:

1.) Whether the Respondent's conduct from September 20, 2023 through February 2024, as alleged in the charging document[3] would, if proven to have occurred, constitute violations of Md. Code Ann, Health Occ. §§ 14-603; 15-301(b)(1-4), (d)(3)(ii); 15-302(a)(1-2), (c)(2)(i), (m); 15-302.1(a); 15-302.2(a)(1-6); 15-314(a)(3)(ii); (41); (42); and (45)?

2.) If the Respondent committed any of the alleged violations listed above, what is the appropriate sanction(s)?[4]

SUMMARY OF THE EVIDENCE

Exhibits

I have attached a complete Exhibit List as an Appendix to this decision.

Testimony

The State presented the testimony of Elsie Sanchez, Investigator for the Board; Felicia Wright, Board Allied Health Unit; [redacted][5] (Supervisor 1); and [redacted] (Supervisor 2).[6]

The Respondent testified on her own behalf.

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[3] This issue was derived from the prehearing statements submitted by the parties and was agreed upon by both parties during the Conference. The allegations of false statements occurred after February 2024, but they are still reflected in the Charging Document. Both parties presented evidence regarding this allegation and neither party requested that this issue be amended. I am ultimately tasked with determining whether all charges contained in the Charging Document have been proven and therefore, I have not precluded a finding on that allegation simply due to an error in the date range.

[4] Both parties agreed to Issue 1 during the conference; however, as a potential remedy is always an issue in any administrative hearing, I have added Issue 2.

[5] Medical Doctor.

[6] For confidentiality purposes, I have continued to use the terminology used by the Board to identify individuals, medical practices and patients. The two Supervisors are solely identified by name here because they were also witnesses during the hearing.

STIPULATED FACTS[7]

The parties stipulated to the following Findings of Fact:[8]

1. At all relevant times, the Respondent was and is a physician assistant [PA] licensed in the State of Maryland. She was initially licensed in Maryland on January 8, 2016. Her Maryland license is currently active and is scheduled to expire on June 30, 2027.[9]

2. In or around January 2022, through in or around December 2023, the Respondent was employed by a company ("Company 1") that offers at-home ketamine treatment for depression and anxiety through telehealth.

3. Ketamine is a Schedule III controlled dangerous substance ("CDS").

4. On January 26, 2022, the Board approved the Respondent's Delegation Agreement for Core Duties application ("2022 Core Duties Agreement") with Supervisor 1 as the Respondent's primary supervising physician.[10]

5. On September 29, 2022, the Board approved the Addendum for Advanced Duties ("2022 Advanced Duties Agreement") between the Respondent and Supervisor 1.

6. By letter dated December 11, 2023, the Board notified the Respondent that it had opened a preliminary investigation based upon the Complaint.[11]

7. On December 15, 2023, the 2022 Core Duties Agreement and 2022 Advanced Duties Agreement were terminated between the Respondent and Supervisor 1.

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[7] The parties developed and submitted a joint list of stipulated facts. Except for slight variations for consistency and clarity, these stipulated facts are recited verbatim to the submission received by the parties, including the footnotes.
[8] The following facts are from the *Charges Under the [the Act]* (the "Charges") issued to the Respondent on September 24, 2024.
[9] At the time that the Charges were filed, the Respondent's license expiration date was June 30, 2025. The expiration date was updated in this document to reflect the Respondent's recent licensure renewal.
[10] Primary supervising physician [PSP].
[11] Although the parties stipulated to this fact, they did not stipulate to the Complaint being filed. The Complaint is described in Findings of Facts section of this Decision.

8. On January 14, 2024, the Board approved the Respondent's Delegation Agreement for Core Duties application ("2024 Core Duties Agreement") with Supervisor 2 as the Respondent's [PSP].

9. By letter dated January 26, 2024, the Board notified the Respondent that it was pursuing a full investigation into the Complaint.

10. On February 6, 2024, the Board approved the Modification of Existing Delegation Agreement Adding Prescriptive Authority which granted the Respondent prescriptive authority for prescribing [CDS] and non-CDS medications.

11. The Board conducted an investigation into the Complaint.

12. In furtherance of its investigation, the Board conducted under-oath interviews with Supervisor 1, Supervisor 2, and the Respondent.

13. On May 16, 2024, the 2024 Core Duties Agreement was terminated between the Respondent and Supervisor 2.

PROPOSED FINDINGS OF FACT

I find the following facts by a preponderance of the evidence:

The Respondent's Background

1. In 2015, the Respondent received her degree to become a PA.

2. At all times relevant, the Respondent was and is licensed as a PA in Maryland under license number C06037.

3. In January 2016, the Respondent worked as a PA in internal medicine at Southern Maryland Hospital.

4. On an unknown date, the Respondent worked at Washington Adventist Hospital as a PA in the fields of urgent care and emergency medicine.

5. Since 2018, the Respondent has worked as a somatic[12] PA at Spring Grove Hospital.

6. Between November 7, 2021, and January 4, 2024, the Respondent completed Continuing Medical Education (CME) courses in the field of psychiatry.

7. On January 22, 2024, the Respondent earned her Doctor of Medical Science in the advanced professional practice of psychiatry from the University of Lynchburg, College of Medical Science.

8. On May 14, 2024, the Respondent earned her Certificate of Added Qualifications in Psychiatry from the National Commission on Certification of Physician Assistants.

9. The Respondent also holds a PA license in New York, but she has never practiced in that State.

10. The Respondent has had ten delegation agreements in the State of Maryland since 2016.

11. The Respondent has never had any disciplinary actions regarding her PA licenses in Maryland or in New York. The Respondent has no prior violations and has not previously been sanctioned by the Board.

Company 1

12. In or around January 2022, the Respondent applied for an PA independent contractor position with Company 1 after reviewing a "PAs of Color" recruitment post by "Colin K."[13] on Facebook, an online social media platform. Testimony (Test.), Respondent.

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[12] Somatic means "of, relating to, or affecting the body especially as compared to the mind or the tissue producing the germ cells." *https://www.merriam-webster.com/dictionary/somatic#medicalDictionary,* last visited September 5, 2025.

[13] The Respondent did not provide this individual's full name.

13. Company 1 is a private mental health practice that has a credentialing office in Baltimore, Maryland. Company 1 also operates in several other states.

14. At all times relevant, Supervisor 1 was the owner and medical director of Company 1.

15. Supervisor 1 is a Maryland licensed physician who is board certified in general adult psychiatry and addiction psychiatry. He is also licensed in approximately twenty-eight other states.

16. Supervisor 1 conducted his supervisory duties with the Respondent via phone calls, weekly Zoom meetings called "Lunch and Learn," one-to-one meetings, and quarterly chart reviews during which they would frequently discuss patients and their care.

17. In Maryland, Company 1 provides mental health services to its patients exclusively through telemedicine via Zoom, an online videoconferencing platform.

18. Company 1 offers a self-guided, six-week ketamine program for its eligible patients for $1,200.00 to $1,300.00 per package.

19. The six-week package includes:

- a blood pressure monitor and heart rate machine mailed to the patient's home;
- an initial clinical consultation and a one-week follow-up consultation with either a PA or nurse practitioner;
- a guide monitor who is a licensed life-coach that provides guidance before and after the initial session;[14]
- access to videos and audio files on Company 1's website for additional support and guidance;
- a six-week prescription of ketamine mailed to the patient's home; and
- a peer treatment monitor, who is a family member or friend that is provided with training by the guide on how to assist the patient during each session if the patient requires help.

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[14] The first session out of the six-week package lasts for approximately two and a half hours because it consists of the discussion with the guide, the initial consultation, taking the ketamine off-camera in the presence of the peer treatment monitor, and a discussion with the guide after taking the ketamine.

20. To determine a patient's eligibility, the clinician conducts a risk assessment to ensure that there are no contraindications for the six-week package. Contraindications include but are not limited to, medical conditions such as unstable cardiac disease; uncontrolled thyroid disorders; neck or throat cancers that may diminish the patient's capacity to swallow; and psychiatric conditions such as recent mania or psychosis, uncontrolled recreational use of CDS, or unresolved childhood traumas.

21. Per its protocol established since 2019, Company 1 will cancel the initial session of the six-week package, if any contraindications are found through the risk assessment, if the patient's blood pressure is above 150/100, if the patient's heart rate is below 100, and/or if the patient does not have a peer treatment monitor present.

22. The amount of the first dose of ketamine at Company 1 is based on the patient's weight in kilograms and is titrated depending on the patient's response to the initial dose.

23. Ketamine is a Federal Drug Administration (FDA) approved anesthetic that when prescribed at a subanesthetic dosage, may be used in psychiatric treatment for a patient with mental health disorders such as depression, anxiety or post-traumatic stress disorders.

24. Ketamine may be administered sublingually, orally, intranasally, intravenously, anally or by injection.

25. Per its protocols, Company 1 prescribes sublingual dissolving ketamine tablets to its patients and does not prescribe ketamine nasal spray.

26. Administration of ketamine sublingual dissolving tablets, absorbed in the oral mucosa,[15] and expelled (spit out) after seven minutes, mimics intravenous (IV) ketamine administration. This kind of administration avoids liver metabolism of ketamine that may occur

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[15] Mucosa is the "membrane rich in mucous glands that lines body passages and cavities (as of the digestive, respiratory, and genitourinary tracts) which connect directly or indirectly with the exterior." *https://www.merriam-webster.com/dictionary/mucosa#medicalDictionary* (last visited September 5, 2025).

if the ketamine is taken orally or nasally and registers in the individual's brain as ketamine rather than metabolized ketamine.

27. In order to work as a PA at Company 1, the Respondent had to complete a twenty-hour ketamine therapy training program.

The 2022 Delegation Agreement

28. At all times relevant to this matter, the Board required PAs to have a fully executed delegation agreement with a supervising physician to practice as a PA in the State of Maryland.[16] A delegation agreement defines the specific tasks, procedures, and responsibilities that the PA is allowed to perform under the supervision of a licensed physician.

29. The online application form for the "Delegation Agreement for Core Duties"[17] enables the applicant to add more than one "Practice Setting Location" in which the PA will be supervised by the PSP. *See* Dept. Ex. 2, p. 744. For each practice setting location, the applicant is able to add the "Facility/Practice Name" as well as the address where services will be rendered. *Id.*

30. On January 26, 2022, the Respondent completed and electronically signed Part 1 of the online Delegation Agreement for Core Duties application to enable Supervisor 1 to become her PSP.

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[16] In Maryland, the Physician Assistant Modernization Act of 2024 transitioned from delegation agreements to collaboration agreements as of October 1, 2024, and no longer requires these specific agreements for PAs in most practice settings. Any active delegation agreement remains valid as a collaboration agreement until it is terminated. The Board must be notified of the existence, modification or termination of a Collaboration Agreement. Provision of advanced duties by a PA still requires Board approval.

[17] "'Core duties' means medical acts that are included in the standard curricula of accredited physician assistant education programs." COMAR 10.32.03.02B(10). Core duties must be listed on the completed delegation agreement filed with the Board, but they do not require the Board's preapproval before the PA begins practicing.

31. Under Part 1 of the Delegation Agreement for Core Duties application, the Respondent selected "telemedicine" as the "Practice Setting" and under the "Practice Setting Locations," she noted one location listing Company 1's name as the "Facility/Practice Name" along with her home address and phone number. Dept. Ex. 1, p. 388.

32. On January 26, 2022, Supervisor 1 completed and electronically signed Part 2 of the Delegation Agreement for Core Duties application to enable Supervisor 1 to become the Respondent's PSP.

33. Once a PSP completes Part 2 of the Delegation Agreement for Core Duties application, the PA and PSP will receive an automated email from the Board preliminarily approving the delegation agreement and enabling the PA to practice under the PSP's supervision.

34. On January 26, 2022, the Board sent an approval email to the Respondent with a copy to Supervisor 1, titled "MBP-Delegation Agreement for Core Duties-COMPLETE," informing the Respondent that Supervisor 1 "has completed Part 2 of your delegation agreement. You may now work under their supervision. [The Board] will review the submitted delegation for completeness and accuracy." Dept. Ex. 1, p. 386. The email notification further informed the Respondent and Supervisor 1 of possible reasons the Board may disapprove the delegation agreement or that it may require additional information.

35. The 2022 Core Duties Agreement stated that the Respondent would be practicing medicine through telehealth at Company 1 and would be physically located in Maryland. Supervisor 1 listed the scope of practice as Psychiatry and Neurology. Supervisor 1 also delegated prescriptive authority to the Respondent for CDS and non-CDS medications.

36. On February 11, 2022, Michael Tran, Board Allied Health Analyst, notified the Respondent and Supervisor 1 by email that Supervisor 1 needed to provide his CDS Registration Number, its expiration date, and a list of five core duties that the Respondent would be

practicing, by February 25, 2022. Mr. Tran further indicated that if such information was not received by the deadline both individuals would be subject to disciplinary action. In addition, Mr. Tran also wrote the following in his email:

> The purpose of this email is to inform you both that the Board has ruled that any/all psychiatric duties delegated to a [PA] by a "Psychiatrist" are considered advanced duties[18] and can only be performed by the [PA] in a "training" capacity until the Board grants its approval for the [PA] to perform the psychiatric duties under the said psychiatrist. With that being said, [the Respondent] may only perform delegated psychiatric duties under [Supervisor 1's] supervision in a training capacity until she has received the Board's approval to perform them outside of a training capacity.

Dept. Ex. 1, p. 401.

37. On February 15, 2022, the Respondent and Supervisor 1 submitted an online "Delegation Agreement Addendum for Advanced Duties" application (advanced duties application). The delegated advance duties included: "taking psychiatric history, making psychiatric diagnoses, coordinating psychiatric care, prescribing[19] psychiatric medications, renewing psychiatric treatment and follow up care, and counseling patient[s] on general wellness." Dept. Ex. 1, p. 382.

38. The instructions on the advanced duties application included that the applicants must "[a]ttach a copy of the procedure logs* for each requested procedure showing at least 10-25 successful procedures. Include the date of the procedures and type of procedure . . . ***The name and signature of the PA and the training/supervising physician should be on all procedure logs**." Dept. Ex. 1, p. 364 (asterisks and bold in original).

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[18] "'Advanced duties' means medical acts that require additional training beyond the basic physician assistant education program required for licensure." COMAR 10.32.03.02B(2).

[19] "'Prescriptive authority' means the authority delegated by a supervising physician to a physician assistant to: (a) Prescribe and administer: (i) Controlled dangerous substances; (ii) Prescription drugs; and (iii) Medical devices; (b) Give verbal, written, or electronic orders for medications; and(c) Dispense starter dosages or drug samples." COMAR 10.32.03.02B(24).

39. Between February 2022 and March 2022, the Board notified the Respondent of several issues with the procedures logs such as missing signatures, missing advanced duties, and missing letterhead. These omissions required the Respondent to resubmit the procedure logs with revisions at least three times.

40. On April 6, 2022, the PA Advisory Committee (PAAC)[20] "tabled" its review of the Respondent's application because it required additional documentation from the Respondent and Supervisor 1. Dept. Ex. 1, p. 273. The application included among the advanced duties that the Respondent would perform "counseling patient on general wellness." *Id.* As this was a core duty rather than an advanced duty, it did not require Board approval. The PAAC recommended that it be removed from the application. The PAAC also paused its review because it was awaiting verification/documentation that Respondent had completed CMEs related to behavioral health.

41. On May 4, 2022, the PAAC voted and recommended that the Board approve the 2022 Delegation Agreement Addendum for Advanced Duties.

42. On May 26, 2022, the Board disapproved the 2022 Delegation Agreement Addendum for Advanced Duties on the basis that the Respondent did not provide "documentation of any relevant didactic education in behavioral health care of formal training courses consistent with the psychiatric procedures being requested." Dept. Ex. 1, p. 258.

43. Between May and August 2022, the Respondent ceased working at Company 1 while she participated in additional behavioral health training.

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[20] The PAAC is a seven-member committee comprised of three physicians, three PAs and one consumer. Health Occ. §15-202. One of the committee's responsibilities is to "[r]eview each delegation agreement which requires prior approval by the Board and, as needed, interview each physician assistant and supervising physician to make recommendations to the Board." COMAR 10.32.03.03F(2). The Board considers the PACC's recommendation and makes the final decision whether to approve, modify or deny the delegation agreement.

44. On August 2, 2022, the Respondent and Supervisor 1 resubmitted the Delegation Agreement Addendum for Advanced Duties with additional procedure logs and proof of the Respondent's additional behavioral health training.

45. In August 2022, the Board noticed that the "Practice Setting Location" on the 2022 Core Duties Agreement did not match the one listed on the advanced duties application. Through several email exchanges with the Respondent and Supervisor 1, the Board clarified that the Respondent would be practicing at Company 1 from her home address.

46. On or about August 30, 2022, the Respondent submitted a final copy of the "Delegation Agreement Addendum for Advanced Duties" (2022 Addendum for Advanced Duties) application. Supervisor 1 noted that he would be delegating the following advanced duties to the Respondent: taking psychiatric history, making psychiatric diagnosis, coordinating psychiatric care, prescribing psychiatric medications, and renewing psychiatric treatment and follow-up care.

47. By letter dated September 29, 2022, the Board advised the Respondent that the 2022 Addendum for Advanced Duties was approved which permitted the Respondent to perform "Psychiatric Diagnostic Evaluation" as an advanced duty under Supervisor 1's supervision.

48. By email dated September 29, 2022, the Board also advised the Respondent and Supervisor 1 that the PAAC determined that the requested advanced duties of coordinating psychiatric care, prescribing psychiatric medications and renewing psychiatric treatment and follow-up care were core duties that did not require the Board's approval. Additionally, the PAAC merged the advanced duties of "taking psychiatric history" and "making psychiatric diagnosis," into one advanced duty, "psychiatric diagnostic evaluation" and recommended the Board's approval. Resp. Ex. 5.

49. Between September 2022 and May 2023, the Respondent practiced at Company 1 providing ketamine therapy and psychiatric treatment to patients.

Company 2

50. On May 1, 2023, at 9:00 a.m., the Respondent sent a text to Supervisor 1 advising him that she was interested in establishing a company through which she would treat patients with "anxiety, depression, ADHD,[21] insomnia and other non-psychotic disorders" on a part-time basis. (Company 2). Resp. Ex. 6, pp. 008-009. In her text, the Respondent asked Supervisor 1 if he would supervise her at Company 2 for a flat fee. The Respondent further noted that she would not be leaving Company 1 because Company 2 would only provide her with supplemental income and that she would "not be prescribing ketamine." *Id.* at p. 009. The Respondent also explained to Supervisor 1 that he would not be required to see any patients and that she would complete all necessary documentation.

51. On May 1, 2023, at 11:57 a.m., Supervisor 1 replied to the Respondent's text message that he would have to check with Company 1's "counsel to make sure there are no conflicts" and that the two of them would speak further. *Id.* at p. 010. The Respondent and Supervisor 1 planned a phone call at 1:00 p.m. that day, but the Respondent was unable to reach Supervisor 1 because he gave her a phone number with a missing digit.

52. On May 2, 2023, at 7:10 p.m., the Respondent sent an email to the Board through its "Contact Us" feature inquiring about the following:

> Hello, I have an approved delegation agreement and advanced duties with my [P]SP. I am wanting to add a practice location for my delegation agreement with the same [P]SP and the same exact advanced duties. Is there a way to amend my existing delegation agreement to add a practice location?

Resp. Ex. 8, p. 056.

[21] Attention deficit hyperactivity disorder.

53. On May 3, 2023, Rhonda Deanes, Board Allied Health Lead Licensure Analyst replied to the Respondent stating the following:

> If you wish to perform your previously approved advance duties, at practice locations **not already approved**, you will have to submit an "ADD/CHANGE" location letter to the Board. This letter must be on letterhead containing both your and the Primary Supervising Physician's license numbers and full names, the full address of the new practice location(s), practice setting . . . and effective date. . .
> **NOTE:** You may not begin practice at the new practice location until the Board acknowledges receipt, reviews, and approves the practice location amendment. Both you and your PSP will receive a confirmation letter notifying you that the Board has received and processed your request.

Resp. Ex. 8, p. 055 (bold in original).

54. The Respondent never submitted an ADD/CHANGE letter to the Board on Company 2's letterhead that reflected her name, Supervisor 1's name, the practice location, setting, and effective date.

55. On May 3, 2023, the Respondent replied to Ms. Deanes' email and noted that after she reviewed her original delegation agreement, the address for the practice location is the same. *See* Resp. Ex. 8, p. 057.

56. The Respondent and Supervisor 1 never formalized any delegation agreement or any other form of written agreement for supervision of delegated acts and/or advanced duties at Company 2.

57. Beginning in July or September 2023, the Respondent began treating patients at both Company 1 and Company 2.

58. The following patients overlap between Company 1 and Company 2:

- Patient 1 [redacted]
- Patient 2 [redacted]
- Patient 3 [redacted]
- Patient 4 [redacted]
- Patient 5 [redacted]
- Patient 6 [redacted]

- Patient 7 [redacted]
- Patient 8 [redacted]
- Patient 9 [redacted].

59. Company 2 is a solo private medical practice owned by the Respondent where she provides psychiatric treatment for patients with non-psychotic disorders such as anxiety and depression.

60. The Respondent provides services at Company 2 via telemedicine from her home address.

61. The Respondent offers a six-week ketamine therapy program at a cost of $350.00.

62. Company 2's six-week ketamine therapy program includes:

- an initial clinical consultation and a one-week follow-up consultation with the Respondent;
- referral to online videos for additional support and guidance;
- a six-week prescription of ketamine mailed to the Patient's home; and
- a peer treatment monitor, who is a family member or friend, present at each session to assist the Patient if they require help.

63. Between September 20, 2023 and December 5, 2023, the Respondent provided psychiatric treatment at Company 2 including, but not limited to, prescribing ketamine sublingual tablets and/or nasal spray to Patients 1-7.

64. On September 20, 2023, the Respondent provided ketamine therapy to Patient 1 with sublingual tablets. The Respondent had been treating Patient 1 since March 2023 and noted that she exhibited no signs of recent mania or psychosis or abuse of the treatment and had received sublingual ketamine prescriptions on March 24, April 3, May 22, July 3, and August 18, 2023.

65. Between September and December 2023, Patients 1 through 9 terminated treatment with Company 1 and began receiving treatment from Company 2.

66. Patients 2, 3 and 4 transitioned from Company 1 to Company 2 for the following reasons as documented by the Respondent:

Pt. #	Pt. Initials	Company 1 Treatment Period	Company 1 Last Visit Date	Company 1 Termination Reason	Date note signed by Resp.	Company 2 First Visit Date	Company 2 Reason for Treatment	Date signed by Resp.
2	[redacted]	2/16/23-10/16/23	10/16/23 from 12:30 p.m. to 12:50 p.m.	Client decided not to proceed with [Company 1] at this time. Client can present at a future time. Cancellation -- Membership Consult 6 pack	10/16/23 at 2:07 p.m.	10/16/23 12:30 to 1:30 p.m.	Presents for continuation of ketamine therapy	10/20/23 at 8:56 p.m.
3	[redacted]	10/14/23-12/5/23	12/5/2023 from 1:30 p.m. to 1:50 p.m.	Client mentioned she may be trying to conceive in the next 3 months Client meets exclusion criteria at this time for trying to conceive	12/5/23 at 2:35 p.m.	12/5/23 from 1:30 p.m. to 2:30 p.m.	Presents for renewal of ketamine 1200 mg weekly that she was already prescribed from a different practice	2/2/24 at 4:44 p.m.
4	[redacted]	1/10/2023 -- 9/1/2023	9/1/23 from 11:00 a.m. to 11:20 a.m.	Client initiated the idea that after this TR he will pause ketamine therapy for 3 months to see how long his symptom improvement lasts. But he's sure he will sign up again if the depression creeps back.	9/1/2023 at 11:25 a.m.	11/2/2023 from 7:30 p.m. to 8:30 p.m.	Presents for nasal ketamine	12/20/23 at 8:49 p.m.

67. There were no documented explanations or reasons why Patients 1 and 5-9 transitioned from Company 1 to Company 2.

68. On October 24, 2023, the Respondent texted Supervisor 1 requesting that he share a dosing spreadsheet. When Supervisor 1 asked for the Respondent's email address, she provided him with her Company 2 email address that begins with "owner" and contains the full name of Company 2. Resp. Ex. 7, p. 040.

69. On October 27, 2023, the Respondent provided psychiatric treatment to Patient 1 at Company 2, noting that Patient 1 has had good responses to oral ketamine since March 2023. The Respondent offered a nasal ketamine prescription to Patient 1 even though Patient 1 had a positive history of sublingual ketamine treatment.

70. On October 30, 2023, the Respondent experienced a longer processing time from the pharmacy with the initial nasal ketamine that she prescribed for patients at Company 2, including Patient 1. To address the pharmacy's delay, the Respondent offered these patients the option of "2 free oral ketamine sessions . . . or a full refund." Dept. Ex. 11, p. 1750. Patient 1 opted for the two free sessions.

71. On November 6, 2023, the Respondent texted Supervisor 1 indicating that she was "having an issue prescribing controlled substances with [her] practice" and that she needed to provide his DEA[22] number along with her DEA number to prescribe controlled substances. Resp. Ex. 7, p. 046. Supervisor 1 replied that "if you have a practice and are seeing patients we should sit down and clarify the roles and expectations of that." *Id.* at 048. The Respondent and Supervisor 1 agreed to speak in the afternoon the next day.

[22] Drug Enforcement Administration.

72. In the same November 6, 2023 text message exchange, the Respondent explained that she had been able to use Supervisor 1's DEA number before without verification and confirmed that she was prescribing "nasal ketamine" that was not for "[redacted]."[23] *Id.* at 050. Supervisor 1 replied, "Ok." *Id.* Then the Respondent further described her "part-time" practice at Company 2 including seeing "21 patients total since July" involving "traditional psychiatry/medication management" with ketamine being the only controlled substance she prescribes if the patient is qualified or has done IV/IM[24] before. *Id.* at 050-051.

73. On or around November 7, 2023, the Respondent and Supervisor 1 spoke, but never reached a formal agreement for supervision of the Respondent at Company 2. *See* Test., Supervisor 1.

74. On November 13, 2023, the Respondent contacted Patient 1 because three other patients had complained that they had no therapeutic response from the nasal ketamine. Patient 1 did not complain about her nasal ketamine treatment but expressed concerns about the violence in Russia/Ukraine and the state of the United States Congress. *See* Dept. Ex. 11, p. 1751. The Respondent sent a six-week complimentary replacement treatment of ketamine to Patient 1.

75. Between December 3 and 7, 2023, Patient 1 was involuntarily admitted to [redacted] [redacted] for psychiatric treatment following an emergency petition filed by her daughter. In that petition, Patient 1's daughter reported observing Patient 1 experiencing delusions, hallucinations, and paranoia, and that Patient had a lack of sleep, isolated herself at home, and that Patient 1 made online postings regarding how to make a gun.

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[23] Neither party provided any further evidence regarding [redacted] identity. However, there is an earlier text message exchange on or around October 10-11, 2023 about referring Company 1 patients to [redacted]. There was also a text message on November 3, 2023 regarding avoiding "any future conflict of interest" and referenced Supervisor 1 "communicating to [redacted] that he does not need another IC." Resp. Ex. 7, pp. 034, 046. There is no further evidence regarding this exchange in the record, nor did the parties further identify "[redacted]," "[redacted]," or "IC."

[24] Intramuscular.

76. On or about December 6, 2023, the Board received a complaint (the Complaint) from a family member (the Complainant) of one of the Respondent's patients (Patient 1) which stated, in part, the following:

- In or around March 2023, Patient 1 located Company 1 online and began receiving ketamine by mail which the Respondent prescribed as treatment for depression.
- In July 2023, Patient 1 lost her job and "continued to downward spiral [,] becoming addicted to the ketamine."
- In September 2023, the Respondent told Patient 1 that she could provide ketamine to Patient 1 at a different price and then, on the same day, prescribed ketamine to Patient 1 from Company 2.
- From on or about November 7, 2023, through on or about November 15, 2023, the Respondent prescribed a multi-day supply of ketamine nasal spray and oral ketamine to Patient 1.
- By the end of November 2023, Patient 1 "was becoming increasingly manic" while using both the ketamine nasal spray and oral ketamine.
- On or about December 3, 2023, Patient 1 was involuntarily committed to a hospital for physical and mental care related to Patient 1's use of ketamine prescribed by the Respondent.

Charges, pp. 6-7.

77. Between September 21 and December 6, 2023, the Respondent prescribed sublingual, nasal ketamine or a controlled substance to her patients at Company 2 as follows:[25]

Date Filled	Quantity Dispensed	Days of Supply	Product Name	Date Written	Patient Number	Patient Initials
9/21/2023	24	42	Compound incl. Ketamine HCl POWD	9/21/2023	1	■
10/16/2023	12	9	Compound incl. Ketamine HCl POWD	10/14/2023	3	■
10/17/2023	18	42	Compound incl. Ketamine HCl POWD	10/16/2023	2	■
10/27/2023	2	7	Compound incl. Ketamine HCl POWD	10/26/2023	3	■
10/31/2023	18	42	Compound incl. Ketamine HCl POWD	10/31/2023	9	■

[25] This chart is derived from Dept. Ex. 18c. The Board focused on the patients who overlapped between Company 1 and Company 2 (Patients 1 – 9) however, the Respondent prescribed medication, including ketamine, to more patients than the overlapping patients. There was also a notation in Dept. Ex. 18c that the Respondent wrote and received a prescription for herself on November 15, 2023; however, neither party explained if this was an error and it was not included in the Charges.

10/31/2023	12	28	Compound incl. Ketamine HCl POWD	10/31/2023	3	[redacted]
11/1/2023	8	14	Compound incl. Ketamine HCl POWD	11/1/2023	1	[redacted]
11/7/2023	18	42	Compound incl. Ketamine HCl POWD	11/6/2023	7	[redacted]
11/7/2023	2	25	Compound incl. Ketamine HCl POWD	11/3/2023	4	[redacted]
11/7/2023	2	25	Compound incl. Ketamine HCl POWD	10/30/2023	5	[redacted]
11/9/2023	2	2	Compound incl. Ketamine HCl POWD	11/8/2023	3	[redacted]
11/13/2023	24	42	Compound incl. Ketamine HCl POWD	11/13/2023	5	[redacted]
11/13/2023	18	42	Compound incl. Ketamine HCl POWD	11/11/2023	4	[redacted]
11/15/2023	24	30	Compound incl. Ketamine HCl POWD	11/14/2023	1	[redacted]
11/17/2023	30	30	Amphetamine-Dextroamphetamine 15 MG TABS	11/17/2023	6	[redacted]
11/17/2023	30	30	Vyvanse 60 MG CAPS	11/17/2023	6	[redacted]
12/6/2023	18	30	Compound incl. Ketamine HCl POWD	12/5/2023	3	[redacted]

78. Between December 7 and 12, 2023, Patient 1 was involuntarily hospitalized at [redacted]. Patient 1 was diagnosed with manic episode with psychotic features, bipolar disorder versus substance induced mania. Dept. Ex. 9, p. 945.

79. On December 7, 2023, the Respondent received an email from Dr. [redacted] [redacted] at [redacted] regarding Patient 1's involuntary admission. The Respondent agreed to cease providing ketamine therapy because she found out that the Patient was not taking the ketamine as prescribed.[26]

[26] During her interview, the Respondent told the Board that she documented the destruction of the nasal ketamine to the pharmacy before providing the complimentary sublingual ketamine to Patient 1. However, the medical records suggested that the Patient may have taken both prior to her initial involuntary admission.

80. Following his email communication with the Respondent, Dr. [redacted] noted that although the Respondent was willing to see Patient 1 for "more conventional psychiatric care," he was "not sure if this will be appropriate given the nature of the practice." *Id.*

81. By a letter dated December 11, 2023, the Board notified the Respondent that it had opened a preliminary investigation based upon the Complaint.

Patients Treated by the Respondent Without a Delegation Agreement

82. In December 2023, Company 1 became aware of a patient's post on Reddit, an online discussion platform. The Reddit post was titled, "This psych is going around stealing clients." Dept. Ex. 17, p. 2487. The Reddit user posted that the "psych" told her that she did not need anything that Company 1 provided and that she could refund me the whole fee and just write me a prescription and send it to me with instructions for much cheaper." *Id.*

83. In December 2023, Company 1 conducted an internal investigation regarding a Reddit post and determined that it was referring to the Respondent.

84. On or around December 14, 2023, Supervisor 1, someone from the Company 1's Human Resources Department, and Company 1's Lead Clinician met with the Respondent and terminated her employment based on its determination that the Respondent diverted patients from Company 1 to her own practice at Company 2.

85. By email dated December 14, 2023, Supervisor 1 notified the Board that the Respondent was no longer employed at Company 1 and that the Respondent was no longer under Supervisor 1's supervision. *See* Dept. Ex. 1, p. 005.

86. On or about December 15, 2023, the Respondent terminated the 2022 Delegation Agreement with Supervisor 1. The Respondent described the termination reason as: "End of working relationship." Dept. Ex. 1, p. 002.

87. On December 15, 2023, the Respondent found Supervisor 2 through a LinkedIn post and contacted him via email requesting that he supervise her at Company 2. Specifically, the Respondent wrote, "I am transitioning out of my last supervisor for my small psychiatry practice with less than 30 patients. I am in need of a new supervising psychiatrist." Resp. Ex. 9, p. 058.

88. Supervisor 2 is a Board-certified emergency medicine physician who has treated thousands of patients for psychiatric concerns in rural areas where emergency medicine specialists played a huge role in behavioral health. Supervisor 2 is licensed in Maryland as well as in several other states.

89. Supervisor 2 replied to the Respondent's email inquiring about more details regarding her practice at Company 2 and the Respondent wrote the following:

> I do prescribe medications. I have inherited patients from an old practice that take sublingual ketamine for anxiety and depression. I have been treating them for years in 6 week intervals. Most of my practice is traditional psychiatry and medication management – for the same group of patients.
>
> My primary work is in inpatient psychiatry. . . . I am very selective about what patients I will take on—Mostly anxiety, depression, OCD,[27] ADHD, insomnia. Every patient is screened for medical issues with the help of outside records. Every patient's prescription drug monitoring system is checked.
>
> I try to avoid prescribing schedule II, such as Adderall. I mainly prescribe non-controlled or schedule III.

Resp. Ex. 9, p. 059.

90. On December 15, 2023, the Respondent and Supervisor 2 had a brief discussion about supervision at Company 2.

[27] Obsessive–compulsive disorder.

91. On December 16, 2023, Supervisor 2 sent the Respondent an email requesting that she do the following:

- provide her full name, business name, contact phone number and email, and copies of her relevant licenses and certifications;
- review and sign a contract for [redacted] to act as an independent contractor for Company 2 and provide collaborating physician services for a $350.00 monthly fee;
- add Supervisor 2 as a "non-clinical collaborating physician" to her malpractice coverage; and
- list Supervisor 2 as a collaborating physician with the Board.

See Resp. Ex. 9, p. 061.

92. On or about December 16, 2023, the Respondent completed and submitted to the Board Part 1 of the "Delegation Agreement for Core Duties" application containing her electronic signature and listing Supervisor 2 as her new PSP.

93. Beneath the Respondent's electronic signature is a section titled "Receipt" which states: "Please note that your PSP needs to complete Part 2 of this agreement. **You may not begin working until your PSP completes the delegation agreement.** You may view the status of your delegation agreement in your Practitioner Profile on the Board's website." Dept. Ex. 2, p. 745 (bold in original).

94. On December 16, 2023, at 11:31 a.m., the Respondent sent an email to Supervisor 2 with the requested information and notified him that she applied and paid for Supervisor 2 to be her PSP with the Board, noting that "[t]hey usually approve these things quickly so I expect them to send us an email next week." Resp. Ex. 063.

95. On December 17, 2023, the Respondent signed an "Independent Contractor Agreement" permitting Supervisor 2 to operate as [redacted] a North Carolina Limited Liability Company. Per the agreement, for a monthly fee of $350.00, Supervisor 2 was to provide collaborating physician services, perform a monthly review of a portion of the Respondent's patient charts, review of any quality improvement and CME activity performed by the Respondent, and to provide quality improvement as directed by the Board. *See* Resp. Ex. 11.

96. On December 17, 2023, the Respondent notified Supervisor 2 that she would have "to complete an additional document to provide psychiatric duties" that requires Supervisor 2's original signature, and that she planned on completing this documentation the first week of January 2024. Resp. Ex. 9, p. 065.

97. On December 18, 2023, Supervisor 2 advised the Respondent to send the paperwork from Maryland for his signature when she received it.

98. Between December 18, 2023, and January 12, 2024, the Respondent provided psychiatric treatment at Company 2 including, but not limited to, prescribing medication to patients without an approved delegation agreement or advanced duties addendum as follows:[28]

Generic Name	Date Prescription Written	Patient Initials
Amphetamine-Dextroamphetamine[29]	12/18/2023	[redacted]
Lisdexamfetamine Dimesylate[30]	12/18/2023	[redacted]
Compound incl. Ketamine HCl (Bulk)	12/18/2023	[redacted]
Compound incl. Ketamine HCl (Bulk)	12/18/2023	[redacted]

[28] This chart is derived from Dept. Ex. 19c which is an Excel Spreadsheet. The original was listed in chronological order by the date the prescription was filled. Because the actions of the Respondent rather than the actions of the patients are pertinent that information was not included. However, the original order of each row was kept the same. As such, the dates the prescriptions were written are not in chronological order. This list contains all patients, not just Patients 1-9.

[29] One of the common brand names for this prescription is Adderall. This is a Schedule II CDS. *See* Dept. Ex. 12e, p. 2054.

[30] The brand name for this prescription is Vyvanse. This is a Schedule II controlled substance. *See id.*

Compound incl. Ketamine HCl (Bulk)	12/18/2023	
Compound incl. Ketamine HCl (Bulk)	12/18/2023	
Compound incl. Ketamine HCl (Bulk)	12/16/2023	
Compound incl. Ketamine HCl (Bulk)	12/14/2023	
Compound incl. Ketamine HCl (Bulk)	12/21/2023	
Compound incl. Ketamine HCl (Bulk)	12/21/2023	
Compound incl. Ketamine HCl (Bulk)	12/20/2023	
Compound incl. Ketamine HCl (Bulk)	12/20/2023	
Compound incl. Ketamine HCl (Bulk)	12/21/2023	
Compound incl. Ketamine HCl (Bulk)	12/23/2023	
Compound incl. Ketamine HCl (Bulk)	12/23/2023	
Compound incl. Ketamine HCl (Bulk)	12/22/2023	
Compound incl. Ketamine HCl (Bulk)	12/22/2023	
Compound incl. Ketamine HCl (Bulk)	12/22/2023	
Compound incl. Ketamine HCl (Bulk)	12/22/2023	
Compound incl. Ketamine HCl (Bulk)	1/4/2024	
Compound incl. Ketamine HCl (Bulk)	1/4/2024	
Compound incl. Ketamine HCl (Bulk)	1/5/2024	
Compound incl. Ketamine HCl (Bulk)	1/5/2024	
Compound incl. Ketamine HCl (Bulk)	1/5/2024	
Compound incl. Ketamine HCl (Bulk)	1/4/2024	
Compound incl. Ketamine HCl (Bulk)	1/8/2024	
Compound incl. Ketamine HCl (Bulk)	1/9/2024	

Compound incl. Ketamine HCl (Bulk)	1/9/2024	
Lorazepam	1/8/2024	
Compound incl. Ketamine HCl (Bulk)	12/14/2023	
Compound incl. Ketamine HCl (Bulk)	1/12/2024	
Compound incl. Ketamine HCl (Bulk)	1/12/2024	
Compound incl. Ketamine HCl (Bulk)	1/12/2024	

99. Between December 18, 2023 and January 4, 2024, the Respondent provided psychiatric treatment at Company 2 to the following previous Company 1 patients without an approved delegation agreement:

- Patient 2 (December 21, 2023),
- Patient 4 (December 18, 2023, December 20, 2023 and January 9, 2024),
- Patient 5 (December 20, 2023),
- Patient 6 (December 18, 2023), and
- Patient 8 (January 4, 2024).

100. Between January 11, 2024 and February 3, 2024, Patient 1 was involuntarily admitted to after an emergency petition was filed by her daughter. According to the petitioner, Patient 1 had increasing agitation and violent aggression including punching her daughter in the head, attacking her husband with a knife, grabbing a hammer, and refusing to leave the house.

2024 Delegation Agreement

101. On or about January 14, 2024, Supervisor 2 submitted Part 2 of the 2024 Core Duties Agreement, which noted his intention to delegate prescriptive authority to the Respondent for non-CDS medications only.

102. On January 14, 2024, the Board sent an approval email to the Respondent with a copy to Supervisor 2, titled "MBP-Delegation Agreement for Core Duties-COMPLETE" informing the Respondent that Supervisor 2 "has completed Part 2 of your delegation agreement. You may now work under their supervision. [The Board] will review the submitted delegation for completeness and accuracy." Dept. Ex. 2, p. 741. The email notification further informed the Respondent and Supervisor 2 of possible reasons the Board might disapprove the delegation agreement or that it may require additional information.

103. The Respondent sent Supervisor 2 an email on January 14, 2024, and wrote that "you selected that I have prescriptive authority but selected Non CDS drugs and did not select controlled drugs. Much of my practice is CDS. Unless CDS is also selected I will not be able to prescribe CDS under your supervision." Dept. Ex. 21. The Respondent requested Supervisor 2 to attempt to edit that portion of the delegation agreement.

104. On January 14, 2024, Supervisor 2 sent the Respondent an email noting that he could not edit that portion of the delegation agreement while it is being reviewed by the Board. He indicated that "[i]n the interim, you have my express permission to go ahead and prescribe CDS as part of your practice." Resp. Ex. 12, p. 083.

105. At the time of 2024 delegation agreement, Supervisor 2 did not have a CDS license in the State of Maryland. The Respondent assisted Supervisor 2 with obtaining the necessary license and paid the fee for him to do so.

106. The 2024 delegation agreement stated that the Respondent would be practicing medicine through telehealth at Company 2 and would be physically located in Maryland. The delegation agreement included two practice locations under Company 2, a virtual office space and the Respondent's home. Supervisor 2 listed the scope of practice as Psychiatry and Neurology.

107. Supervisor 2 delegated the following duties to the Respondent as part of the 2024 delegation agreement: coordinating psychiatric care; counseling patients on medication interactions and side effects; renewing psychiatric treatment and follow-up care; taking psychiatric history; and making psychiatric diagnosis.

108. By email dated January 17, 2024, Board staff notified Supervisor 2 and the Respondent that the 2024 delegation agreement did not include prescriptive authorization.

109. By a letter dated January 26, 2024, the Board notified the Respondent that it was pursuing a full investigation into the Complaint.

110. Between January 14, 2024 and February 4, 2024, the Respondent provided psychiatric treatment at Company 2 including, but not limited to, prescribing ketamine sublingual tablets and/or nasal spray to Patients 2, 3, 4, 5, 6, and 9.

111. On or about February 5, 2024, Supervisor 2 submitted a "Modification of Existing Delegation Agreement Adding Prescriptive Authority" which delegated prescriptive authority to the Respondent for CDS and non-CDS.

112. By email dated February 6, 2024, the Board notified Supervisor 2 and the Respondent that the Board approved the "Modification of Existing Delegation Agreement Adding Prescriptive Authority" which granted the Respondent prescriptive authority for prescribing CDS and non-CDS medications.

113. On or about February 23, 2024, the Board received an application from the Respondent and Supervisor 2 for Delegation Agreement Addendum for Advanced Duties. The application listed the same duties as were listed on the 2024 delegation agreement.

114. The Board's investigation included, but was not limited to, a review of the Respondent's relevant delegation agreements and advanced duties addendums; patient medical records and text message communications with the Respondent; and interviews with the Respondent, Supervisor 1 and Supervisor 2.

115. Elise Sanchez, Board Compliance Analyst, conducted the investigation. Ms. Sanchez, along with Doreen Noppinger, Board Compliance Analyst, conducted the interview of the Respondent, Supervisor 1 and Supervisor 2, and all interviews were conducted under oath.

116. On April 30, 2024, the Board interviewed the Respondent.

117. During the April 30, 2024, the Respondent made the following statements, among other things:

- Supervisor 1 continued to supervise the Respondent while she was practicing at Company 2 until their delegation agreement was terminated.
- The Respondent "had to move on from [Supervisor 1]" because of a "conflict of interest." The Respondent did not want Supervisor 1 to "feel like [she] was competing with [Company l] in anyway [sic]."
- The Respondent started seeing patients at Company 2 in or around September 2023.
- At the time of the interview, the Respondent was only seeing ketamine patients. She charged $350 for a consultation and the medications.
- The Respondent offers ketamine tablets and nasal spray at Company 2.
- The Respondent did not discuss the allegations in the Complaint with either Supervisor 1 or Supervisor 2.

Dept. Ex. 14.

118. On May 3, 2024, the PAAC reviewed the 2024 delegation agreement addendum and decided that prior to making any recommendations, Supervisor 2 would need to appear before the PAAC to discuss details related to his proposed supervision and qualifications to supervise the Respondent in performing the requested advanced duties, given that his specialty is emergency medicine.

119. On May 16, 2024, the Board interviewed Supervisor 2.

120. During the May 16, 2024 interview, Supervisor 2 stated, among other things, that the Respondent never notified him about the Complaint and that he was not aware that the Respondent was treating patients before the 2024 delegation agreement had been approved. Supervisor 2 also stated to the Board investigators that he believed that the Respondent was only treating patients with ketamine therapy who had been previously approved for the medication by the Respondent's prior PSP. He noted that he would be terminating the delegation agreement with the Respondent immediately. *See* Dept. Ex. 16.

121. On May 30, 2024, the Board interviewed Supervisor 1.

122. During the May 30, 2024 interview, Supervisor 1 stated the following regarding Company 2:

- [The Respondent had approached him about being her supervisor] many, many, many, many months before . . . that was on the table . . . but at no point I knew [sic] that she was seeing patients outside of [Company 1] . . . much less that she was taking patients from [Company 1].
- I'm happy to do business. I'm happy to start a practice and expand. And you know, we'll come up with an agreement. We'll find a place. . . I have income from various sources, and I'm [an] entrepreneur, so I have no problem with that as long as it's done honestly and on the books.
- There was no agreement. We had discussed the idea of doing this, but there was no agreement. Said okay, [Supervisor 1]. I'm ready to start my practice. This is what we're going to do. This is what we're going to do [sic]. And this is the contract. This is how we're going to get paid. This is what we're going to do—none of that took place. There was no agreement. There was a conversation about it, an idea, you know?

- I don't think that would be – I don't think that would be appropriate.[31] I'm a physician. So I don't think that's – that will – that will happen. It would be starting a practice together where she works as a PA, and I'll probably hire more PAs and, you know, scale that and – you know, but she's not going to – she cannot hire me. That's not going to work out. Yeah. That would be very ambitious of her. . . [Instead it would] be a legitimate practice in medicine where we will, you know, work towards creating something.
- She cannot be the owner of a business that I'm the psychiatrist. As far as I know, that would not be appropriate. I mean, I'm sure that there are PAs out there that are business owners. I don't know how that works, but that's not – that's not what I would have agreed to. Yeah.

See Dept. Ex. 15.

123. On or about May 16, 2024, Supervisor 2 sent an email to the Board stating "effective immediately I will be terminating my supervising agreement with [the Respondent.]" Dept. Ex. 2, p. 480.

124. On or about May 16, 2024, the Respondent terminated the 2024 delegation agreement with Supervisor 2. The Respondent described the termination reason as: "End of working relationship." Dept. Ex. 2, p. 407.

125. On June 5, 2024, the PAAC reviewed the 2024 Addendum for Advanced Duties but did not make any recommendations to the Board due to the termination.

126. The Board had not approved or denied the 2024 Addendum for Advanced Duties prior to the termination of the 2024 Delegation Agreement.

DISCUSSION

LEGAL FRAMEWORK

The Board is responsible for the licensure of PAs in Maryland. Md. Code Ann., Health Occ. §§ 15-301(d)(1) and 15-305 (2021 & Supp. 2023). A PA is an individual who is licensed to practice medicine with physician supervision. COMAR 10.32.03.02B(22).

[31] Referring to the Respondent paying for services for Supervisor 1 to be her supervising physician.

Furthermore, practicing as a PA, "means the performance of medical acts that are: (a) Delegated by a supervising physician to a [PA]; (b) Within the supervising physician's scope of practice; and (c) Appropriate to the [PA's] education, training, and experience." COMAR 10.32.03.02B(23). As such, "[a] license issued to a [PA] shall limit the [PA's] scope of practice to medical acts" that are "customary" to the supervising physician's practice and that are "[c]onsistent with the delegation agreement filed with the Board." Health Occ., § 15-301(b), (3)-(4). In the "performance of all practice-related activities," the PA serves as the agent of the supervising physician, who is prohibited from supervising a PA unless and until the physician has filed a completed delegation agreement with the Board. Health Occ., § 15-301(e).

The supervising physician should be actively involved in the practice and available for consultation, although the physical presence of the physician is not always required. COMAR 10.32.03.02B(30). The supervising physician may delegate certain medical tasks or procedures to the PA, but the physician retains ultimate responsibility for the medical care provided. Health Occ., §15-302(b)(7). A supervising physician's delegation of such medical acts to a PA can only occur after a fully executed delegation agreement is filed with the Board and if the delegated acts are advanced duties, such advanced duties must first be authorized by the Board prior to any delegation by a supervising physician to a PA. Health Occ., § 15-302(a)(1)-(2).

To solidify a supervisory relationship, a PA and supervising physician must execute a delegation agreement. Health Occ., §15-302. The delegation agreement must be in writing and signed by both the supervising physician and the PA. The delegation agreement should include specific details about the relationship between the PA and the supervising physician, including descriptions of the qualification of each individual; the settings in which the PA will practice; the

supervision mechanisms; and the delegated medical acts within the "supervising physician's scope of practice and require specialized education or training that is consistent with accepted medical practice." Health Occ., §15-302(b)(1)-(4). As part of the delegation agreement, the supervising physician must also complete certain attestations regarding the supervision requirements. Health Occ., §15-302(b)(5)-(10). If the PA is authorized to prescribe medication, the delegation agreement must specify the types of medications that the PA is allowed to prescribe. Health Occ., §15-302.2. Once filed with the Board, the receipt of a completed delegation agreement authorizes the PA to begin working under the physician's supervision unless the PAAC makes an unfavorable recommendation to the Board or the Board denies the delegation agreement. Health Occ., §15-302(d), (f). If the delegation agreement is ultimately approved, either the physician or the PA may terminate or modify the agreement at any time. Health Occ., §15-302(k). However, a PA cannot practice or perform any medical acts once a delegation agreement is terminated and may only perform certain acts while a new one is pending. Health Occ. §15-302(m).

In addition to its licensing authority, the Board also has disciplinary authority. Accordingly, the Board may reprimand any PA, place any PA on probation, or suspend or revoke a license for violations of that section. Health Occ. § 15-314(a) (Supp. 2024). Before the Board takes such action, the PA is entitled to a hearing before an administrative law judge. Health Occ. § 15-315 (Supp. 2024). Furthermore, if after a hearing under section 15-315, the Board finds there are grounds for discipline under section 15-314(a), the Board may impose a fine subject to the Board's regulations instead of or in addition to suspending or revoking the license or reprimanding the licensee. Health Occ. § 15-316 (2024).

In an administrative hearing, the State, as the moving party, has the burden of proof by a preponderance of the evidence to demonstrate that the Respondent violated the statutory and regulatory sections at issue. *Comm'r of Labor and Indus. v. Bethlehem Steel Corp.*, 344 Md. 17, 34 (1996), citing *Bernstein v. Real Estate Comm'n*, 221 Md. 221, 231 (1959); Md. Code Ann., State Gov't § 10-217 (2021). *See also Schaffer v. Weast,* 546 U.S. 49, 56 - 58 (2005).

In this case, the Board alleges that the Respondent violated provisions of section 15-314(a) as follows:

> . . . .
>
> (3) Is guilty of:
>
> . . . .
>
> (ii) Unprofessional conduct in the practice of medicine;
>
> (41) Performs delegated medical acts beyond the scope of the delegation agreement filed with the Board or after notification from the Board that an advanced duty has been disapproved;
>
> (42) Performs delegated medical acts without the supervision of a physician;
>
> . . . .
>
> (45) Fails to comply with any State or federal law pertaining to the practice as a physician assistant.

Md. Code Ann., Health Occ. § 15-314(a)(3)(ii), (41), (42), and (45).

Pursuant to Health Occ. § 15-314(a)(45), the Board alleged that the pertinent State laws are as follows:

> **Health Occ. § 14-603. Presentation of false information to the Board or disciplinary panel.**
>
> A person may not make any false statement, report, or representation to the Board or a disciplinary panel.

Health Occ. § 15-301. Scope of practice; required certification; practice without certificate.

(a) A license issued to a physician assistant shall limit the physician assistant's scope of practice to medical acts:

(1) Delegated by the primary or alternate supervising physician;
(2) Appropriate to the education, training, and experience of the physician assistant;
(3) Customary to the practice of the primary or alternate supervising physician; and
(4) Consistent with the delegation agreement filed with the Board.

. . . .

(d)

(3) Except as otherwise provided in this title or in a medical emergency, a physician assistant may not perform any medical act for which:

. . . .

(ii) The medical acts have not been delegated by a primary or alternate supervising physician.

Health Occ. § 15-302. Delegation agreements.

(a) In general - A physician may delegate medical acts to a physician assistant only after:

(1) A delegation agreement has been executed and filed with the Board; and
(2) Any advanced duties have been authorized as required under subsection (c) of this section.

(b)

. . . .

(2) In any setting that does not meet the requirements of paragraph (1) of this subsection, a primary supervising physician shall obtain the Board's approval of a delegation agreement that includes advanced duties, before the physician assistant performs the advanced duties.

. . . .

(m) A physician assistant whose delegation agreement is terminated may not practice as a physician assistant until the physician assistant receives preliminary approval of a new delegation agreement under § 15-302.1 of this subtitle.

Health Occ. § 15-302.1. Practice while delegation agreement pending.

(a) Assumption of duties upon date of receipt of agreement by Board - If a delegation agreement does not include advanced duties or the advanced duties have been approved under § 15-302(c)(l) of this subtitle, a physician assistant may assume the duties under a delegation agreement on the date that the Board acknowledges receipt of the completed delegation agreement.

Health Occ. § 15-302.2. Delegation of prescribing and administering of controlled dangerous substances, prescription drugs, or medical devices.

(a) A primary supervising physician may not delegate prescribing, dispensing, and administering of controlled dangerous substances, prescription drugs, or medical devices unless the primary supervising physician and physician assistant include in the delegation agreement:

(1) A notice of intent to delegate prescribing and, if applicable, dispensing of controlled dangerous substances, prescription drugs, or medical devices;

(2) An attestation that all prescribing and, if applicable, dispensing activities of the physician assistant will comply with applicable federal and State regulations;

(3) An attestation that all medical charts or records will contain a notation of any prescriptions written or dispensed by a physician assistant in accordance with this section;

(4) An attestation that all prescriptions written or dispensed under this section will include the physician assistant's name and the supervising physician's name, business address, and business telephone number legibly written or printed;

(5) An attestation that the physician assistant has:

i. Passed the physician assistant national certification exam administered by the National Commission on the Certification of Physician Assistants within the previous 2 years; or

ii. Successfully completed 8 category 1 hours of pharmacology education within the previous 2 years; and

(6) An attestation that the physician assistant has:

i. A bachelor's degree or its equivalent; or

ii. Successfully completed 2 years of work experience as a physician assistant.

THE POSITIONS OF THE PARTIES

The State contended that the Respondent engaged in a pattern of unprofessional conduct by exhibiting a blatant disregard for the supervision requirements and by making false statements to the Board. It argued that the Respondent's unprofessionalism included treating patients at Company 2 without the knowledge of Supervisor 1, diverting patients from Company 1 to Company 2, prescribing nasal ketamine to multiple patients outside of the delegation agreement, and failing to inform Supervisor 1 of the Complaint. Additionally, the State argued that the Respondent treated patients at Company 2 without an approved delegation agreement and prescribed medication at Company 2 when she had not been delegated the authority to prescribe CDS. The State also alleged that the Respondent failed to apprise Supervisor 2 of the Complaint. The State maintained that it proved multiple violations as alleged in the Charges and therefore recommended disciplinary action to include a reprimand, six-month suspension, two-year period of probation, and a $15,000.00 fine.

The Respondent contended that the evidence presented by the State does not support any of the allegations in the Charges. The Respondent argued that she worked closely with and had access to Supervisor 1 through chart review and weekly meetings, and therefore, he continuously supervised her at Company 2. She maintained that the Reddit post could not be attributed to her, and Supervisor 1 could not clearly explain how Company 1 confirmed it was her.

According to the Respondent, Supervisor 1 was not transparent in his testimony. She argued that once the delegation agreement was terminated, she had no obligation to inform Supervisor 1 about the Complaint. Furthermore, the Respondent contended that Supervisor 2 gave her express authority to prescribe CDS via an email on December 15, 2023, and that she did not prescribe any nasal ketamine under Supervisor 2. She argued that she had no reason to believe that Patient 1 was abusing the ketamine as there were no signs of abuse and she had been a long-standing client. Lastly, she argued that all charges should be dismissed because the State did not prove any false statements or intent to deceive, there was no unprofessional conduct, she always acted within the scope of her delegation agreements and had express authority to prescribe CDS and non-CDS medications to her patients.

ANALYSIS

I. Duties Performed Beyond the Scope of the 2022 Core Duties Agreement

The Board may discipline a PA who "[p]erforms delegated medical acts beyond the scope of the delegation agreement filed with the Board." Md. Code Ann., Health Occ. § 15-314 (41). Unless the PA is practicing at an exempt facility or there is a medical emergency, that PA may not perform a medical act that has not been delegated. Health Occ. § 15-301(a)(3)(ii). Furthermore, a supervising physician can only make such delegations where they have filed an executed delegation with the Board, and the Board has authorized the delegation of advanced duties. Health Occ. § 15-302(a)(1)-(2), (c)(2). Lastly, the PA's scope of practice for medical acts is limited under section 15-301(b)(1)-(4) to the following:

> (1) Delegated by the primary or alternate supervising physician;
> (2) Appropriate to the education, training, and experience of the physician assistant;
> (3) Customary to the practice of the primary or alternate supervising physician; and
> (4) Consistent with the delegation agreement filed with the Board.

The Board alleged that the Respondent prescribed compounded[32] ketamine through Company 2 without Supervisor 1's knowledge. More specifically, it alleged that Company 1 does not prescribe nasal ketamine and Supervisor 1 conveyed during his interview that he is "very against nasal ketamine" largely because "it's more likely to be abused," among other reasons. As the basis for its allegation, the Board referenced patient records reflecting that the Respondent provided psychiatric treatment at Company 2 including, but not limited to, prescribing ketamine sublingual tablets and/or nasal spray to Patients 1-7 from on or about September 20, 2023, to on or about December 5, 2023, without Supervisor 1's knowledge. Further, the Board referenced that during an under-oath interview with Board staff on May 30, 2024, Supervisor 1 stated that Company 1 terminated the Respondent's employment because Supervisor 1 had discovered that the Respondent had started Company 2 and that "she was diverting patients from [Company 1] to her external activities or practice." Dept. Ex. 15, p. 2445 (Transcript, p. 36, ln 3-5). Supervisor 1 stated that the Respondent failed to notify him that she was treating patients at Company 2. Lastly, prior to its termination, the Respondent did not update the 2022 Core Duties Agreement to include Company 2 as one of the Respondent's practice locations.

The Respondent did not dispute that she provided sublingual and nasal ketamine to patients in her practice at Company 2 during the time alleged; rather, she contended that Supervisor 1 had knowledge of this information and supervised her at Company 2. The Respondent testified that she brought up the idea of Company 2 to Supervisor 1 in May 2023.

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[32] "According to the United States Federal Drug Administration ('FDA'), compounding is generally a practice in which a licensed pharmacist, a licensed physician, or, in the case of an outsourcing facility, a person under the supervision of a licensed pharmacist, combines, mixes, or alters ingredients of a drug to create a medication tailored to the needs of an individual patient." Charges, p. 5.

She acknowledged that at first, she told Supervisor 1 that she would not be prescribing ketamine because she did not want to compete with Company 1, but then she saw the benefits of ketamine and changed her mind. At Company 2, the Respondent offers medical management, psychiatric evaluations and treatment as well as ketamine therapy, through a telemedicine model with the practice location being the Respondent's home. According to the Respondent, Supervisor 1 was very ambitious and passionate about ketamine therapy, and he owns a ketamine business outside of Company 1 as well as other businesses. Additionally, she testified that almost every other independent contractor at Company 1 had a part-time outside business. The Respondent testified that she openly discussed Company 2 with Supervisor 1, that he was aware of the ketamine therapy at Company 2, and that they discussed patients at both practices because Supervisor 1 was her PSP at Company 2. Lastly, the Respondent pointed out that she needed Supervisor 1's DEA number to prescribe, so she does not know why Supervisor 1 would indicate that he was not aware of her practice or the prescriptions she issued to patients at Company 2.

The allegations regarding the Respondent's practices at Company 2 can be broken down into two categories – practice without Supervisor 1's knowledge and practicing outside of the delegation agreement. While the evidence was clear that the Respondent and Supervisor 1 had no formal agreement regarding supervision at Company 2, there were too many inconsistencies regarding whether Supervisor 1 actually knew that the Respondent was seeing patients at Company 2. Regardless, I find that there is still a violation because the Respondent practiced at Company 2 outside the scope of the delegation agreement. I will address Supervisor 1's knowledge first.

A. Practicing without Supervisor 1's Knowledge

There were portions of Supervisor 1's testimony that were consistent with his prior under oath statements to the Board. For example, Supervisor 1 testified that while he did speak to the Respondent about the possibility of being her PSP at her own practice, there was no formal agreement for him to supervise her at Company 2. He further testified that he was not aware that a Complaint had been filed against the Respondent until his interview with the Board. Finally, he also testified that he would not have agreed for the Respondent to take patients away from Company 1.

However, a comparison of Supervisor 1's testimony at the hearing and his under-oath statements to the Board reveal inconsistencies. At the hearing, when asked if he was familiar with the Respondent, Supervisor 1 testified "I was her supervising physician/collaborator at [Company 1] and outside of [Company 1]." When asked to confirm that he was not aware that the Respondent was seeing patients independently at her own practice, Supervisor 1 asked, "when?" — prompting Ms. Colson to move on to her next question about the May 1, 2023 text messages between Supervisor 1 and the Respondent. Supervisor 1 testified that he recalls having a conversation about being the Respondent's supervisor at an external practice even though he did not independently recall this text exchange. He referred to the delegation agreement process in Maryland being as "very difficult" therefore, it made sense for the Respondent to ask him to be her collaborating supervisor, and he testified "it was also the same reason, I asked her to help me in my practice." Test., Supervisor 1. Supervisor 1 made these statements just before being cut off by Ms. Colson asking her next question. When asked whether he would have agreed to the Respondent prescribing nasal ketamine, he replied, "likely no" and when asked if he would have permitted the Respondent to prescribe nasal ketamine at Company 1, he testified, "definitely no."

I had the opportunity to observe Supervisor 1 during his testimony. He was very pensive and paused prior to giving his responses to questions. Often, he asked clarifying questions of the attorney before responding. At times, he was candid and pointed out if he could not independently recall a particular date or detail. But it was difficult to determine whether the inconsistencies in Supervisor 1's testimony were attributable to his confusion with the question being asked, the passage of time, or if he confused the Respondent's role with any of the other numerous businesses that he owns or for which he serves as a collaborating/supervising physician. There was no evidence presented that the Respondent and Supervisor 1 had any other delegation agreement or collaboration agreement for any other facility or practice, so it is unclear what other businesses Supervisor 1 was referring to during his testimony.

Furthermore, during his under-oath Board interview, Supervisor 1 was adamant that he would not have permitted the Respondent to prescribe nasal ketamine outside of Company 1, but during the hearing he seemed unsure by testifying that he would "likely" have said no. He also appeared to acquiesce to the Respondent doing exactly that—prescribing nasal ketamine—when he replied "ok" to the Respondent's November 6, 2023 text message describing the issue she was having with verifying Supervisor 1's DEA number. The Board never circled back to Supervisor 1 on redirect to permit him to elaborate on his somewhat conflicting answers and there was no evidence regarding Supervisor 1's seeming change of heart about nasal ketamine outside of Company 1.

While Supervisor 1 may not have known the extent of and effective date the Respondent began Company 2, as of the November 6, 2023 text message, he had actual knowledge that the Respondent had treated approximately 21 patients since July 2023 and was providing them with ketamine therapy.

Supervisor 1 also had a clue regarding the existence of Company 2 when the Respondent provided her business email address in an October 25, 2023 text that contain the word "owner" at the full name of Company 2. Of course, the Respondent did not disclose at any time that the ketamine therapy patients were previous Company 1 patients that she had referred[33] to Company 2. Regardless, Supervisor 1 misspoke when he told the Board that, at no point, did he know that the Respondent was seeing patients outside of Company 1 or that she started Company 2—that is simply not consistent with the facts. Therefore, while Supervisor 1 may not have had knowledge of the Responding treating patients and/or prescribing ketamine at Company 2 prior to November 6, 2023, I find that as of November 6, 2023, he had knowledge of both.

B. Performing Medical Acts Outside the 2022 Delegation Agreement

The more concerning aspect of the Respondent's actions between May and December 2023 is that she began a private practice and performed medical acts that were outside of the scope of the delegation agreement with Supervisor 1. There was uncontroverted evidence that the Respondent prescribed sublingual and nasal ketamine at Company 2 between September and December 2023. There was no emergency requiring patients to transition to nasal ketamine. For example, Patient 1 had a positive reaction to the sublingual tablets for approximately six months and did not independently ask for any change to nasal ketamine. None of the records from Company 2 for Patients 1-9 reflect circumstances requiring a change to nasal ketamine. The protocols at Company 1 do not permit clinicians to prescribe nasal ketamine – Supervisor 1 testified clearly and consistently that this practice was not permitted. Consistent with his under-oath statements to the Board, Supervisor 1 testified that had the Respondent asked if she could prescribe nasal ketamine at Company 1, the answer would have definitely been no.

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[33] There was a suggestion from a prior text message that such referrals to other practices outside Company 1 were potential conflicts of interest. *See* footnote 19 above.

Even though Supervisor 1 had delegated prescriptive authority for CDS to the Respondent, I find that prescribing nasal ketamine is not customary to the practice of Supervisor 1. Health Occ. §15-302(b)(3). Furthermore, while the Respondent received education regarding nasal ketamine during the weekly meetings at Company 1, there was no evidence that she had experience prescribing and working with patients taking nasal ketamine. Health Occ. §15-302(b)(2).

Until at least November 6, 2023, Supervisor 1 had no knowledge that the Respondent was prescribing nasal ketamine at her private practice (Company 2). She admitted to Supervisor 1 that she had been seeing twenty-one patients since July 2023. Based upon Supervisor 1's response (if she had her own practice that they would need to discuss the roles and responsibilities), it is clear that this is the first time Supervisor 1 was made aware that the Respondent had followed through on her plans and started her own practice. While both parties agree that there were discussions regarding Company 2 in May 2023, Supervisor 1 testified that there was no final agreement. The Respondent presented no evidence of a contract, such as the one that she signed with Supervisor 2 and did not present any evidence that she and Supervisor 1 agreed to the role and responsibilities for Company 2. If any such agreement for supervision had existed, I would have expected for the Respondent's November 6, 2023 text message to have specifically referred to a finalized agreement for supervision or to at least include a reminder to Supervisor 1 that he agreed to supervise her regarding her treatment of patients and prescription of medication at Company 2. Instead, she described the nature, scope and size of her private practice. If Supervisor 1 had been supervising her since July 2023, there would have been no reason for the Respondent to apprise him of this information. There was no evidence that Supervisor 1 completed any chart reviews for Company 2 or that he and the Respondent discussed patients from Company 2 during any supervisory meetings.

Therefore, I find that the Respondent's medical acts of prescribing nasal ketamine to patients at Company 2 were outside of the scope of the delegation agreement with Supervisor 1.

Lastly, I find that the Respondent practiced outside of the 2022 delegation agreement with Supervisor 1 because not all practice locations including the facility/practice name were listed where the Respondent was providing services. The Board presented the testimony of Felicia Wright, the Board's Allied Health Unit Manager, who has been employed in that unit for almost thirty-one years. Ms. Wright testified regarding her duties that include but are not limited to the processing and oversight of the initial licensing and renewal of delegation agreements for PAs in the State of Maryland. She testified that prior to submitting a delegation agreement, a PA must have an active license. Once the PA secures a PSP, both must complete their respective parts of the online delegation agreement application, and the PA may begin practicing once the Board receives a complete delegation agreement. She explained that delegation agreements are specific to core duties, which are the duties that a PA learns in school. There is a separate process for a PA to perform advanced duties, which are those duties that require additional training after graduation with a PA degree. Ms. Wright testified that a PA must complete an additional application for advanced duties that serves as an addendum to the delegation agreement. The advanced duties addendum must outline the specific advanced duties the PSP is delegating to the PA and must be accompanied by a procedures log that documents at least ten to twenty-five of the requested advanced duties that were performed under the PSP with supervision, education, and training. This advanced duties addendum and accompanying logs are submitted to the PAAC to make recommendations to the Board and then the Board is charged with making the final decision to approve or deny the advanced duties addendum.

Ms. Wright is familiar with the Respondent's 2022 Core Duties Agreement. The 2022 Core Duties Agreement stated that the Respondent would be practicing medicine, i.e., delegated core duties that were within Supervisor 1's areas of practice through telehealth at Company 1 and would be physically located in Maryland. Supervisor 1 listed the scope of practice as Psychiatry and Neurology. Supervisor 1 also delegated prescriptive authority to the Respondent for CDS and non-CDS medications. Ms. Wright testified that the 2022 Core Duties Agreement was approved on January 26, 2022 and only listed one location and one facility/practice name. She explained that in the online application, the applicant enters the first location and then may add additional locations if necessary. Because the Respondent only entered Company 1 with the location of her home address, Ms. Wright testified that the Respondent needed to add a new location to include Company 2 with her home address. She testified that based on the 2022 Core Duties Agreement, the Respondent was only authorized to perform delegated acts at Company 1 from her home address.

While I appreciate the efforts that the Respondent made in May 2023 to ask the Board if she needed to make a change to include Company 2, she never followed through. The Board's directions were clear that a change letter was necessary and must be on the company's letterhead. Instead of making sure she understood the directions, the Respondent unilaterally decided that because the address on the existing delegation agreement was her home address and she would be providing Company 2 services from her home address, she did not need to take any further action. This was not correct. While she provided psychiatric treatment and prescribed medications to Patients 1-9 between September and December 2023, there was no filed delegation agreement authorizing her to perform such medical acts at the practice location setting for Company 2.

In other words, the facility/practice name for Company 2 was not reflected anywhere in any filed delegation agreement with the Board. As such, this is another basis to find that the Respondent acted outside of the scope of the 2022 delegation agreement.

For the reasons noted above, I find that the Respondent violated Health Occ. §15-314(a) (41) and (45), as well as 15-301(a), (d)(3)(ii), and 15-302(a), (b).

II. Patients Treated by the Respondent Without a Delegation Agreement

A PA is not authorized to practice independently of a PSP or alternate supervising physician. Health Occ. § 15-301(a). Unless an exemption (not applicable here) or a medical emergency exists, a PA "may not perform any medical act for which . . . [t]he medical acts have not been delegated by a primary or alternate supervising physician." Health Occ. § 15-301(d)(3)(ii).

Once a delegation agreement has been filed with the Board, a PA may practice in accordance with its terms. Health Occ. § 15-302(o). That delegation agreement remains in place unless terminated by the PA or the PSP. Health Occ. § 15-302(k). Furthermore, "[a PA] whose delegation agreement is terminated may not practice as a [PA] until the [PA] receives preliminary approval of a new delegation agreement under § 15-302.1 of this subtitle. Health Occ. § 15-302(m). Furthermore, section 15-302.1(a) provides that

> If a delegation agreement does not include advanced duties or the advanced duties have been approved under § 15-302(c)(1) of this subtitle, a [PA] may assume the duties under a delegation agreement on the date that the Board acknowledges receipt of the completed delegation agreement.

Upon receipt of the complete delegation agreement and while the delegation agreement is pending a recommendation from the PAAC or final Board approval, the PA cannot perform advance duties unless they receive a temporary practice letter from the staff of the Board. § 15-302(c).

A temporary practice letter is only issued in instances where the PSP has been previously approved to supervise one or more PAs in the performance of the advanced duty, and the PA has been previously approved to perform the advanced duty. *Id.* The Board may discipline a PA who "[p]erforms delegated medical acts without the supervision of a physician." Md. Code Ann., Health Occ. § 15-314(a) (42).

It is undisputed that Supervisor 1 and the Respondent mutually agreed to terminate their 2022 delegation agreement in December 2023. The Respondent effectuated the termination through the online portal on December 15, 2023. Once the termination occurred on December 15, 2023, the Respondent could not practice as a PA until a new completed delegation agreement was acknowledged as received by the Board. While she submitted a new delegation agreement the next day, on December 16, 2023, it was not fully completed until Supervisor 2 completed Part 2 on January 14, 2024. On January 14, 2024, the Respondent received an acknowledgement email from the Board that was sent to her Maryland state government email address informing her that Supervisor 2 had completed Part 2 of the delegation agreement and she could now work under the supervision of Supervisor 2. *See* Dept. Ex. 2, p. 741. Except for the PSP's name and license and the date, the email notification contained the same exact language as the acknowledgement email that she received on January 26, 2022 when the 2022 Delegation Agreement with Supervisor 1 was acknowledged by the Board.

The Respondent testified that she has had ten delegation agreements and all of them have been simultaneously approved, but in hindsight she can see the 2024 one was not. She further testified that she was not aware that Supervisor 2 had not completed his part and that there was a gap. Once Supervisor 2 completed his part of the new delegation agreement online, the Board's online system automatically approved the delegation agreement.

According to the Respondent, if she had known that the new delegation agreement had not been approved, she would not have practiced. I am not persuaded by the Respondent's testimony.

The Board has proven that the Respondent was fully aware of the delegation agreement process as she had at least five delegation agreements filed with the Board prior to the 2022 delegation agreement with Supervisor 1. *See* Dept. Ex. 1, pp. 396, 728. The Respondent testified that she had ten other delegation agreements in the ten years she has practiced as a PA in Maryland. On the Core Duties Application, beneath the Respondent's electronic signature is a section titled "Receipt" which states: "Please note that your PSP needs to complete Part 2 of this agreement. **You may not begin working until your PSP completes the delegation agreement.** You may view the status of your delegation agreement in your Practitioner Profile on the Board's website." Dept. Ex. 2, p. 745 (bold in original). Additionally, the Respondent's own evidence demonstrates that she was fully aware that she should have received an approval email notification from the Board. On December 16, 2023, the Respondent emailed Supervisor 2 that she had applied to the Board and the Board "usually approve[s] these things quickly so I expect them to send us an email next week." Resp. Ex. 9, p. 063.

The onus is on the Respondent to exercise reasonable diligence in knowing the status of her delegation agreement. The Board provided the Respondent with advanced notice that she could not practice until it received a fully executed delegation agreement—as reflected on Part 1 of the application where the Respondent electronically signed her name. Furthermore, the Board sent an email when it did in fact receive the completed delegation agreement almost a month later.

Despite acknowledging on December 16, 2023, that she should receive an approval email the following week, that day the Respondent prescribed ketamine to Patient 4 ([redacted] and two days later, on December 18, 2023, she rendered psychiatric services to Patients 4 [redacted] and 6 [redacted]. As Supervisor 2 had not yet executed the delegation agreement and did not have CDS prescriptive authority, it is unclear how the Respondent remained able to prescribe medications at this time. It is also unclear whether the Respondent took on any new patients during this time. Regardless, this pattern of unauthorized practice continued until January 14, 2024, when the delegation agreement was preliminarily approved by the Board.

For the reasons noted above, I find that the Respondent violated Health Occ. §15-314(a)(42) and (45), as well as 15-301(a), (d)(3)(ii), 15-302(a), (b), (m) and 15-302.1.

III. Duties Performed Beyond the Scope of the 2024 Core Duties Agreement

As noted above, a PSP and a PA must submit a delegation agreement to the Board before the PSP may delegate medical acts to the PA. When the PSP wants to delegate prescriptive authority to the PA, the PSP must specify in the core duties delegation agreement whether the scope of the delegation includes prescribing of CDS, prescription drugs (non-CDS), medical devices, verbal/written/electronic medication orders, and/or dispensing starter dosages or drug samples. *See* COMAR 10.32.03.08. More specifically, the Act requires that, "[a] [PSP] may not delegate prescribing, dispensing, and administering of controlled dangerous substances, prescription drugs, or medical devices unless the [PSP] and [PA] include [it] in the delegation agreement." Md. Code Ann., Health Occ. § 15-302.2(a).

The State presented credible evidence that between January 14, 2024, and February 4, 2024, the Respondent provided psychiatric treatment at Company 2 and prescribed ketamine to Patients 2, 3, 4, 5, 6, and 9.

Ms. Sanchez, one of the Board investigators, testified in great detail about the medical records she received from the Maryland Prescription Drug Monitoring Program (PDMP) in response to a *subpoena duces tecum*. While the Respondent prescribed ketamine in some form to more than nine patients, the State focused on the overlapping patient records. During this time period, Supervisor 2 did not have a CDS license in Maryland. On the 2024 Core Duties Delegation Agreement, Supervisor 2 did not delegate prescriptive authority for CDS—nor could he have done so as he was not licensed. The Respondent paid for Supervisor 2 to become licensed in Maryland for his CDS and then they both signed the modification to the 2024 Core Duties Agreement so that prescriptive authority could be delegated to the Respondent to prescribe CDS. However, the Board's approval of this modified agreement did not occur until February 5, 2024. It is undisputed that the Respondent performed medical acts, i.e., prescribed CDS medications when the delegation agreement did not permit her to do so—these acts were beyond the scope of the 2024 Core Duties Agreement and therefore, constitute a violation of sections 15-301 and 15-302.2 of the Health Occupations Article.

The Respondent testified that she did not know that the delegation agreement application submitted by Supervisor 2 did not include CDS and was only told so later. She testified that she did not intentionally practice without CDS delegation. Furthermore, the Respondent testified that Supervisor 2 gave his express written permission for her to prescribe CDS in an email to her, so she was not aware that she could not perform these acts at the time. However, during cross-examination, the State confronted the Respondent with her own email dated January 14, 2024, in which she contacted Supervisor 2 the same day he submitted the 2024 Core Duties Agreement to advise him that the CDS delegation was not included and that she could not prescribe CDS under his supervision unless that box is checked.

In her own words, simultaneously with the date Supervisor 2 completed his part of the 2024 Core Duties Agreement, the Respondent acknowledged that she could not prescribe CDS without the delegated authority from Supervisor 2.

The Respondent is very familiar with the delegation agreement process—she has been a licensed PA in Maryland since 2016 and testified she has had ten delegation agreements. She knew enough to check and saw the mistake but proceeded to prescribe CDS anyway. If an email was sufficient to delegate authority, there would be no point in having a delegation agreement process. Therefore, I am unpersuaded by the Respondent's testimony and find it insufficient to rebut the State's evidence. For these reasons, I find that a violation occurred.

IV. Failure to Disclose the Complaint

The Complaint regarding Patient 1 was filed by that patient's sister with the Board on December 3, 2023 and the Board notified the Respondent of the preliminary investigation by a letter dated December 11, 2023. At the time the Complaint was filed, the Respondent was being supervised by Supervisor 1. The delegation agreement with Supervisor 1 was terminated on December 16, 2023. The delegation agreement with Supervisor 2 became effective on January 14, 2024. The Board notified the Respondent that it would be conducting a full investigation on January 26, 2024, and requested medical records of patients at Company 2 in February 2024. At the time of the Board's investigation, the Respondent was working under the supervision of Supervisor 2.

The Board found that the Respondent failed to disclose the Complaint to Supervisor 1 and Supervisor 2 based on the Respondent's admission and the statements by each supervisor.

Accordingly, the State alleged that the Respondent practiced outside of the scope of both core duties delegation agreements by failing to disclose that the Complaint had been filed against her. Consistent with their prior statements, both Supervisors testified that they were never notified about the Complaint.

Supervisor 1 told the Board investigators that the Respondent had not notified him that she received the Complaint and that he did not find out until receiving the first request for medical records a few days after firing the Respondent. Dept. Ex. 15, p. 2448 (Transcript, p. 45, ln 17-21). After reviewing the medical records of Patient 1 during the Board interview, Supervisor 1 characterized the actions of the Respondent as "a series of bad decisions" that neither the Patient 1 nor her husband deserved. *Id.* at p. 2451 (Transcript, p. 59, ln 18-25). He noted that the Respondent should have discussed Patient 1's condition with him and the Respondent certainly should have advised him about Patient 1's hospitalization once she became aware of it. Ultimately, Supervisor 1 stated that he would have made different recommendations than prescribing Patient 1 nasal ketamine. *Id.* at pp. 2450-2452. Supervisor 1 ended the interview by stating, "I feel really terrible that she did this, and I apologize to the patients that she did this. And you know –it's just bad for the practice of medicine, bad for the field of psychiatry, bad for the field of ketamine, and what we're trying to do." Dept. Ex. 16, p. 2453.

Supervisor 2 also told the Board investigators that the Respondent never informed him that she had received the Complaint or that she received a letter in February 2024 regarding the Board's investigation of the Complaint. Supervisor 2 said he was "mortified" to find out this information for the first time during the interview, that it was "unacceptable," and that "it was abundantly clear that should there be any issues, [he] should be notified immediately, verbally and certainly in a written form. And since February [they've] had at least three phone calls and services emails."

Supervisor 2 elaborated that at the end of each of these interactions, he always inquired if there were any concerns, and the Respondent never told him anything about the Complaint or the investigation. Dept. Ex. 16, p. 2477 (Transcript p. 41, ln 2-13). Supervisor 2 told the Board investigators that he would be withdrawing his supervision immediately and that the Respondent's nondisclosure was a "big deal" in that it placed him and patients in "a bad position" and it was concerning from a "patient safety standpoint." *Id.* at 2478 (Transcript p. 45, ln 16-25).

The Respondent maintained that neither delegation agreement contained language about disclosing complaints so she could not be held liable for failing to do so. She testified that in all communication she received from the Board she understood that the Complaint was to remain confidential and that if it was the Board's intention for her to disclose it to her PSPs, then the Board should have made that clearer. She also emphasized the timing that the Complaint was filed, pointing out that she received the Complaint after the delegation agreement was terminated with Supervisor 1, so she had no obligation to reach out to him when she was not working for him anymore.

By signing both the 2022 and 2024 Core Duties Agreement, the Respondent attested that she had "reviewed the Attestations that will be signed by the PSP in Part 2 of the Delegation Agreement" and solemnly affirmed under the penalties of perjury, that the contents of both documents were true to the best of her knowledge, information and belief. Dept. Ex. 1, p. 389. The PSP attestations include that the PSP "accepts responsibility for any care given by the named PA" and will report to the Board, within five days, "any limitation, reduction or change of the terms of employment of [the] PA for any reasons that might be grounds for discipline under Health Occupations Article §15-314." Dept. Ex. 1, p. 393.

Furthermore, any failure to supervise a PA in compliance with the delegation agreement constitutes unprofessional conduct by the PSP which may subject the PSP to disciplinary action under the Health Occupations Article, section 14-404(a)(3)(ii). *Id.*

I agree with the Respondent that the Core Duties Delegation Agreements do not explicitly require disclosure of complaints. However, because the PSP is ultimately responsible for all acts of the PA, including those acts that result in complaints being filed, there is an inherent understanding that the PA's action that may subject a PSP to discipline should be disclosed to the PSP, regardless of whether those complaints are substantiated or not. The Respondent attested that she understood the PSPs' obligations and affirmed the contents of both agreements were true and accurate. A review of the PSPs' attestations by the PA is a mandatory component of the core duties agreement form. This information coupled with both Supervisors' statements that as part of open communication regarding patient concerns, they expected the Respondent to disclose she had received a Complaint and that there was an active investigation by the Board for which they may be called as a witness. The very emotional reactions given by both Supervisors lend credence to their surprise that the Respondent did not openly communicate these matters with them as it was part of their respective agreements for her to do so. For all of these reasons, I find that the Respondent acted beyond the scope of both delegation agreements by failing to disclose the Complaint to both Supervisors. Health Occ. §15-314(a)(41).

V. The Respondent's False Statements to the Board

The State alleged that the Respondent made false statements to Board staff regarding the status of her supervision in violation of Health Occupations Article section 14-603. That provision requires that "[a] person may not make any false statement, report, or representation to the Board or a disciplinary panel."

In its Charging Document, the State alleged that during the April 30, 2024 under-oath interview of the Respondent by the Board, the Respondent made false statements about the status of her supervision. Namely, the Respondent told the investigators that Supervisor 1 continuously supervised her at Company 2, that she began seeing patients at Company 2 in September 2023, and that the delegation agreement with Supervisor 1 was terminated because she did not want to compete with Company 1.

The Respondent argued that she did not make any false statements to the Board and had no intentions of deceiving or concealing any information during her interview. Rather, she contended that she was forthcoming and fully disclosed all information. According to the Respondent's testimony she disagrees that she made any false statement to the Board because her statements were "100% true." The Respondent further testified that Supervisor 1 conducted his supervisory duties with her via phone calls, Zoom meetings, and chart reviews during which they would frequently discuss patients and their care. She testified that she discussed the business opportunity for Company 2 with Supervisor 1 in May 2023 and at first, she told Supervisor 1 that she did not intend to prescribe ketamine at Company 2 because she did not want to compete but then she later saw the benefits it could provide. She further testified that during her two-year evaluation with Company 1 by that company's Human Resources Department, she expressed that she was going to transition from Company 1 because she was not happy there. According to the Respondent, Supervisor 1 was aware of Company 2 and communicated with her about patients at both practices.

The Respondent adamantly denied poaching or diverting patients from Company 1 and testified that during the meeting with Supervisor 1, Human Resources, and her lead clinician, she was never given the opportunity to address the Reddit post, did not say anything because she felt she needed legal counsel, and never heard the word "terminated." The next day or so following that meeting, she terminated the delegation agreement with Supervisor 1.

As referenced above, I have already found that the State has proven that the Respondent acted beyond the scope of her delegation agreement with Supervisor 1 when she treated patients at Company 2 without his knowledge prior to November 6, 2023 and when she did so with no valid or filed delegation agreement to be supervised at Company 2. The Respondent has offered insufficient evidence to rebut the State's evidence. For example, she presented no evidence of supervisory meetings and/or chart reviews reflecting that Supervisor 1 conducted supervision of her for patients she treated at Company 2. Additionally, there was no evidence of prescriptions written by the Respondent and issued under Supervisor 1's DEA number with Company 2's name and address.

Without full disclosure by the Respondent that these overlapping patients had transitioned from Company 1 to Company 2, Supervisor 1 would have no reason to know that he was performing supervision beyond the scope of the filed delegation agreement that made no mention of Company 2. Even if the Respondent managed to dupe Supervisor 1 into unknowingly supervising her by discussing Company 2 patients with him that he did not know were Company 2 patients, she mispresented to the Board the status of the supervisory relationship by implying that the continual nature of supervision under Company 2 was a mutual one.

There simply was no formal agreement between the Respondent and Supervisor 1—to believe otherwise would mean that Supervisor 1 provided free services for the Respondent at Company 2. During his interview, Supervisor 1 was insistent that he would never have agreed to be hired as an employee of the Respondent at Company 2 and did not even believe that such a structure was permissible or appropriate. Instead, Supervisor 1 would have created a more collaborative company with the Respondent and hired additional PAs, but as Supervisor 1 told the Board investigators and testified to during the hearing—the details such as how the practice would be run, the scope of the practice, and a payment structure was never finalized or discussed. The Respondent has produced no evidence to prove otherwise.

I find that the Respondent made false statements during her Board interview when she stated that she was continuously supervised at Company 2 by Supervisor 1. As there is no express legal definition of false statements in the statute or regulations, I will utilize the principles of statutory construction and look to the plain meaning of the term.[34] A "false statement" means "[a]n untrue statement knowingly made with the intent to mislead." Black's Law Dictionary (12th ed. 2024).

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[34] The cardinal rule of statutory interpretation is to ascertain and effectuate the actual intention of the statutory regulation. *See Whiting-Turner Contracting Co.*, 366 Md. at 301. When the words of a statute or regulation are clear and unambiguous, its intent is manifest in the ordinary and common meaning of those words. *See id.* Accordingly, I looked to the dictionary to provide the ordinary meaning of the term "false statement." *See Ishola v. State*, 404 Md. 155, 161 (2008) (dictionary definitions help clarify the plain meaning of a statute); *Walzer v. Osborne*, 395 Md. 563, 572 (2006) ("[s]tatutory construction begins with the plain language of the statute, and ordinary, popular understanding of the English language dictates interpretation of its terminology") (citations omitted).

By stating that she was continuously supervised at Company 2 by Supervisor 1 until the delegation agreement was terminated, the Respondent mispresented her supervisory relationship with Supervisor 1 and withheld or concealed that there was no formal agreement for supervision for Company 2.[35] Furthermore, I cannot ignore that this agreement would have been for her own private practice, so I find it hard to believe that she would not have a copy. She certainly had a lengthy contract with Supervisor 2 but has nothing in writing with Supervisor 1. The Respondent has nothing in writing because the terms of any supervisory agreement, the scope of practice, and the payment scheme were never finalized. I am unconvinced by her testimony and more persuaded by Supervisor 1's more logical explanation. Considering all of this information, I can reach no other conclusion than the Respondent misrepresented the status of her supervision to the Board with the intent to deceive in hopes of avoiding disciplinary action.

When exactly the Respondent created Company 2 and began treating patients is unclear. She testified during the hearing that she had the idea to create Company 2 in May 2023 and presented a text message to Supervisor 1 to corroborate her testimony. The Respondent further presented evidence of an attempt to modify the delegation agreement in May 2023, but then the Respondent determined on her own that she did not need to submit any change to the Board. According to the Respondent's own evidence, she told Supervisor 1 on November 6, 2023 that she had seen at least twenty-one patients since July 2023, yet she told the Board that she began seeing patients in September 2023.

[35] During her interview with the Board, the Respondent mentioned that she wrote something to Supervisor 1 in Teams through Company 1 that she no longer had access to at the time of the interview. This appears to be a proposal rather than an agreement and was not offered as evidence.

There was no evidence presented by either party of any corporate documents, tax identification numbers or any other type of business documents to demonstrate when the Respondent created Company 2. The Respondent could have been treating patients at Company 2 as early as May 2023, or at a minimum, July 2023. However, because she told the Board's investigators that she only began in September 2023, this false statement impacted the scope/timeline for the medical records it requested. I find that the preponderance of the evidence supports the conclusion that the Respondent's statements about when she began treating patients at Company 2 were also false.

Lastly, the Respondent told the investigators that she terminated the delegation agreement with Company 1 to avoid a conflict of interest because she did not want to compete with Company 1. I find this statement to be wholly without credibility. While I appreciate the Respondent's disagreement with Company 1's investigation into the Reddit post and its determination that she was the clinician referenced in the post, I am not charged with determining whether Company 1's investigation was proper or accurate. I heard and considered her testimony that she never encouraged patients to leave Company 1 or solicited them to join Company 2 and how patients could easily find her through online searches and her website to sign up for Company 2. But, as the State termed it, there were nine patients who "magically migrated" from Company 1 to Company 2 and the evidence was clear that at least three of those patients cancelled services with Company 1 in order to receive the same services on the same date at a cheaper rate with Company 2. I am perplexed as to how the Respondent did not consider this competition.

The Respondent could have explained to investigators that she was falsely accused of competing as she believes, but instead she said that she left to avoid a conflict of interest. In fact, several managerial staff members at Company 1, including Supervisor 1, told her she created the conflict because she had diverted patients from Company 1. Supervisor 1 reached out to the Board first to terminate the delegation agreement, and the only reason that the Respondent was the one who actually terminated that agreement, is because Supervisor 1 emailed the Board instead of terminating the delegation agreement in the online portal. Implying that there was no bad blood and stating that she was trying to avoid competition were false statements that mispresented the facts. I conclude the Respondent knowingly made these false statements to avoid disciplinary action.

For all of these reasons, I find that the Respondent failed to comply with a State law pertaining to the practice as a PA, in violation of Health Occ. § 15-314(a)(45). Specifically, she violated Health Occupations Article, section 14-603 by making a false statement/representation to the Board during the course of its investigation during her under-oath interview.

VI. Unprofessional Conduct

The State alleged that the Respondent's actions as outlined in the Charging Document, in whole or in part, constituted unprofessional conduct in the practice of medicine, in violation of Health Occ. § 15-314(a)(3)(ii). Despite the Respondent's testimony that she stands by her professional decisions for all of her patients based on her education, training and experience, I agree with the State and find that based on the totality of the circumstances, the Respondent's conduct was unprofessional in the practice of medicine and therefore, a violation of section 15-314 of the Health Occupations Article.

As noted above, PAs serve as agents of the PSP, and the PSP is responsible for all of the medical acts performed by the PA. As such, by way of analogy, the definition of unprofessional conduct in the practice of medicine applicable to physicians is thereby extended to PAs. The State cited *Cornfeld v. State Bd. of Physicians*, 174 Md. App. 456 (2007), where the doctor made false statements in a hospital peer review proceeding and to the Board during an investigation "involved the manner in which [he] practiced medicine" and "the manner in which he treated a patient," such that they are "directly tied to" the "effective delivery of patient care." *Cornfeld*, 174 Md. App. at 479. The Appellate Court of Maryland held that the doctor's false statements in these two contexts qualified as unprofessional conduct in the practice of medicine. In reaching its holding, the Appellate Court of Maryland reasoned that,

> There can be no debate that a physician's lack of veracity regarding events in an operating room constitutes unprofessional conduct. Indeed, as this Court recognized long ago, fundamental principles of medical ethics require that "[a] physician shall deal honestly with patients and colleagues[.]"

Id. (internal citations omitted). The Appellate Court also concluded that,

> The same false statements were made to the Board, a governmental agency responsible for investigating and disciplining physicians for professional misconduct. "The Board's mission [is] to regulate the use of physician's licenses in Maryland," in order "to protect and preserve the public health[.]" Making a false statement to a physician disciplinary board meets the *Banks* "sufficiently intertwined with patient care" standard, when the physician under investigation made the statement and it related to patient care provided by the same physician.

Cornfeld, 174 Md. App. at 481 (internal citations).

Furthermore, the Supreme Court of Maryland held that regardless of the technical skills of the practitioner,

> Unethical conduct does not need to raise doubts about the individual's grasp of particular technical skills. Unethical conduct may indicate unfitness to practice medicine if it raises reasonable concerns that an individual abused, or may abuse, the status of being a physician in such a way as to harm patients or diminish the

> standing of the medical profession in the eyes of a reasonable member of the general public.

Finucan v. Maryland Bd. of Physician Quality Assur., 380 Md. 577, 601 (2004).

I found the Respondent to be highly educated and articulate. Under normal circumstances, I would have been impressed with the persistence and tenacity she has shown in her medical career as a PA in the State of Maryland. She works at a state psychiatric facility and due to her passion about Autism and desire to help others, she made the decision to transition from working as a somatic PA to a psychiatric one. This drive allowed her to find a position with Company 1 where she underwent extensive onboarding training. When the Board denied her initial delegation application because of her lack of didactic education, she did not let that stop her. She took numerous CMEs regarding various mental health disorders and psychiatric treatment and enrolled in a doctoral program. There were numerous issues with her 2022 Advanced Duties application that required at least three resubmissions/corrections, and she communicated frequently with the Board to fix those errors so that her application would be approved. The Respondent's ambitions then led her to pursue entrepreneurial opportunities to create Company 2, and this is where the mistakes began.

The series of unfortunate events began in May 2023. The Respondent failed to finalize a supervisory arrangement with Supervisor 1 and to file an amendment to her existing delegation agreement for the second facility location—where she would be practicing from her home at Company 2. These failures permitted her to essentially practice medicine autonomously without any oversight from Supervisor 1. The Respondent then began to divert patients from Company 1, luring them with similar psychiatric treatment and ketamine therapy at almost a fourth of Company 1's costs.

For some reason, the Respondent then decided to begin prescribing nasal ketamine. When she encountered a shipping delay with the nasal ketamine, instead of seeking any advice from Supervisor 1, she appeared to let her desire to be a good businesswoman and to provide friendly customer service take precedence over her medical prowess and she offered complimentary ketamine prescriptions.

While there was no expert testimony regarding the effect of the Respondent's decision on Patient 1, the Respondent's medical decisions allowed Patient 1 to access sublingual and nasal ketamine at the same time resulting in Patient 1 abusing this CDS and taking both doses in a manner that was not prescribed. Patient 1 then overdosed on ketamine resulting in Patient 1 exhibiting psychotic and manic symptoms and engaging in dangerous behaviors for herself and others that ended with an emergency petition and involuntary admission to a psychiatric hospital. The Respondent subjected Supervisor 1 to potential liability by failing to disclose her actions with respect to Patient 1, and by prescribing nasal ketamine to other patients without Supervisor 1's knowledge until at least November 2023.

Once she was fired from Company 1, the Respondent immediately reached out to Supervisor 2 the next day so she could continue her business at Company 2. Despite not receiving the Board's approval, she continued to provide medical treatment and prescribe CDS to patients at Company 2 without any supervision or oversight. Once approved, the Respondent recognized that Supervisor 2 made a mistake by not delegating her prescriptive authority for CDS—she then discovered that he did not have a CDS license. She assisted Supervisor 2 with obtaining the necessary CDS license and paid all necessary fees so that an amendment could be filed. In the meantime, she never ceased prescribing CDS, relying on Supervisor 2's email that she knew, based on ten previous delegation agreements, was not sufficient.

The guardrails regarding supervision were put in place so that PAs do not work independently without the assistance and support of a licensed physician. The Act and its regulations are in place to protect Maryland citizens seeking medical treatment. While I admire her original intention to help Marylanders with mental illnesses, her unprofessional actions between September 20, 2023 to February 2024 outweigh her underlying good intentions. Lastly, when given the opportunity to be honest about her actions, she made false statements to the Board during her interview as outlined above. I find that the totality of the Respondent's actions constituted unprofessional conduct in the practice of medicine. Health Occ. §15-314(a)(3).

VII. Sanctions

The State cited the sanctioning guidelines in COMAR 10.32.03.18, which sets out a range of sanctions for specified violations. For violations of section 15-314(a)(3), the recommendation ranges from a reprimand to revocation, and/or a fine of $5,000.00 to $25,000.00. A violation of section 15-314(a)(41) carries a recommended penalty range from a 3-month suspension to revocation, and/or a fine of $5,000.00. For violations of section 15-314(a)(42), the recommendation ranges from a 3-month suspension to revocation, and/or a fine of $5,000.00. There is no recommendation for failing to abide by state or federal laws.

Along with these guidelines, COMAR 10.32.03.17B(4) and (5) set out mitigating and aggravating factors. Mitigating factors include the history of violations, whether the violation was self-reported, whether the individual admitted to and/or disclosed the violation, any remedial measures or good faith efforts to rectify the consequences, rehabilitative potential, potential harm, whether the violation was premeditated, and whether the incident was isolated. Aggravating factors include previous disciplinary history; whether the violation was deliberate, grossly negligent, or reckless; potential or actual harm; whether the violation was part of a pattern; whether there were multiple offenses adjudicated in a single action; whether financial gain was a

factor; the vulnerability of the patients; whether the individual attempted to hide the error; concealment, falsification, or destruction of evidence; failure to cooperate with investigation; and evidence of previous failure of rehabilitation.

Of these factors, the State noted, in particular, that the Respondent had no previous disciplinary actions, but she committed a pattern of deliberate offenses. Additionally, the State argued that the Respondent caused harm to Patient 1 who was vulnerable due to her mental illnesses because Patient 1 was involuntarily admitted. It was the State's position that the Respondent attempted to hide her conduct, she diverted patients from Company 1, then concealed facts or evidence by making false statements to the Board during its investigation. The State proposes a reprimand, a six-month suspension, two years of probation, and payment of a $15,000.00 fine.

I agree with the State's consideration of the relevant factors. While the Respondent has had no prior violations, the Board's investigation revealed multiple instances of unprofessional conduct, practicing autonomously, and causing a significant negative impact on at least one patient. In addition, the Respondent continues to offer unsupported excuses, rather than taking responsibility for her conduct. Accordingly, I find the State's proposed recommendations to be consistent with the lower end of each regulatory recommended range, and further that the reprimand, six-month suspension, $15,000.00 fine, are fair and appropriate recommendations. COMAR 10.32.03.17A and G. Additionally, though there is no recommendation for a violation of section 15-314(a)(45), for the aforementioned reasons, I find that the additional recommendation for two years of probation is also fair and appropriate. COMAR 10.32.03.17A.

PROPOSED CONCLUSIONS OF LAW

I conclude as follows:

1. The Respondent engaged in unprofessional conduct in the practice of medicine, in violation of section 15-314(a)(3)(ii) of the Health Occupations Article;

2. The Respondent performed delegated medical acts beyond the scope of the delegation agreement filed with the Board or after notification from the Board that an advanced duty has been disapproved, in violation of section 15-314(a)(41) of the Health Occupations Article;

3. The Respondent performed delegated medical acts without the supervision of a physician, in violation of section 15-314(a)(42) of the Health Occupations Article;

4. The Respondent failed to comply with the following State laws pertaining to the practice as a physician assistant, in violation of section 15-314(a)(42) of the Health Occupations Article:

- The Respondent made a false **statement, report, or representation to the Board or a disciplinary panel in violation of section 14-603 of the Health Occupations Article;**
- The Respondent practiced beyond the scope of her license, in violation of section 15-301(a), (d)(3)(ii) of the Health Occupations Article;
- The Respondent, whose delegation agreement was terminated, practiced as a PA before receiving the Board's preliminary approval of a new delegation agreement, in violation of section 15-302(m)[36] of the Health Occupations Article;
- The Respondent assumed the duties of a PA under a delegation agreement before the date that the Board acknowledged receipt of the completed delegation agreement, in violation of section 15-302.1(a) of the Health Occupations Article;
- The Respondent performed delegated acts including prescribing controlled dangerous substances when beyond the scope of the authorized delegation agreement in violation of section 15-302.2(a) of the Health Occupations Article.

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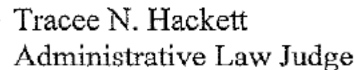
[36] I agree with the Respondent that subsections (a) and (b) apply to the supervising physician's obligations and therefore, I cannot find the Respondent to be in violation of those two subsections.

5. The appropriate sanction is that the Respondent be reprimanded, be suspended for six months, placed on two years of probation, and pay a $15,000.00 fine. COMAR 10.32.03.17A and G; COMAR 10.32.03.18.

PROPOSED DISPOSITION

I PROPOSE that the charges filed by the Board on September 24, 2024, against the Respondent based on her alleged violation of sections 14-603; 15-301(b)(1-4), (d)(3)(ii); 15-302(m); 15-302.1(a); 15-302.2(a)(1-6); 15-314(a)(3)(ii); (41); (42); and (45) of the Health Occupations Article be **UPHELD**; and I further

PROPOSE that the Respondent be fined $15,000.00, suspended for six months, reprimanded, and placed on two years of probation.



September 8, 2025
Date Decision Mailed

Tracee N. Hackett
Administrative Law Judge

TNH/sh
#220260

NOTICE OF RIGHT TO FILE EXCEPTIONS

Any party adversely affected by this proposed decision may file written exceptions with the disciplinary panel of the Maryland State Board of Physicians that delegated the captioned case to the Office of Administrative Hearings (OAH), and request a hearing on the exceptions. Md. Code Ann., State Gov't § 10-216(a) (2021); COMAR 10.32.02.05. Exceptions must be filed within fifteen (15) days of the date of issuance of this proposed order. COMAR 10.32.02.05B(1). The exceptions and request for hearing must be addressed to the Disciplinary Panel of the Board of Physicians, 4201 Patterson Avenue, Baltimore, MD, 21215-2299, Attn: Christine A. Farrelly, Executive Director.

A copy of the exceptions should be mailed to the opposing attorney, and the other party will have fifteen (15) days from the filing of exceptions to file a written response addressed as above. *Id.* The disciplinary panel will issue a final order following the exceptions hearing or other formal panel proceedings. Md. Code Ann., State Gov't §§ 10-216, 10-221 (2021); COMAR 10.32.02.05C. The OAH is not a party to any review process.

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MARYLAND BOARD OF PHYSICIANS	* BEFORE TRACEE N. HACKETT,
	* AN ADMINISTRATIVE LAW JUDGE
v.	* OF THE MARYLAND OFFICE
SUZZETTE VAN-LARE, PA-C,	* OF ADMINISTRATIVE HEARINGS
RESPONDENT	* OAH No.: MDH-MBP2-74-24-31811
LICENSE No.: C0006037	*

* * * * * * * * * * * * *

APPENDIX - EXHIBIT LIST[1]

I admitted the following exhibits offered by the State:

DEPT. EX. NUMBER		PAGE NUMBER(s)
1.	2022 Delegation Agreement with Dr. [redacted] – Allied Health file	1-403
2.	2024 Delegation Agreement with Dr. [redacted] – Allied Health file	404-763
3.	Complaint	764-769
4.	Respondent's MBP Profile	770-771
5.	Initial Contact Letter to Respondent from Board, dated December 11, 2023	772
6.	Respondent's written response to Board, dated December 18, 2023	773-776
7.	Letter to Respondent from Board re: full investigation, dated January 26, 2024	777
8.	Patient 1 medical records from [redacted]	778-935
9.	Patient 1 medical records from [redacted]	936-1706
10.	Patient 1 medical records from [redacted]	1707-1738

[1] The exhibit lists are listed verbatim from the exhibit lists filed by each party.

No.	Description	Pages
11.	Patient 1 medical records from [redacted]	1739-1762
12.	Medical records from [redacted]	
	a. Patient 2 [redacted]	1763-1803
	b. Patient 3 [redacted]	1804-1839
	c. Patient 4 [redacted]	1840-1926
	d. Patient 5 [redacted]	1927-2010
	e. Patient 6 [redacted]	2011-2063
	f. Patient 7 [redacted]	2064-2100
	g. Patient 8 [redacted]	2101-2153
	h. Patient 9 [redacted]	2154-2208
13.	Medical records from [redacted]	
	a. Patient 2 [redacted]	2209-2221
	b. Patient 3 [redacted]	2222-2236
	c. Patient 4 [redacted]	2237-2288
	d. Patient 5 [redacted]	2289-2320
	e. Patient 6 [redacted]	2321-2346
	f. Patient 7 [redacted]	2347-2357
	g. Patient 8 [redacted]	2358-2385
	h. Patient 9 [redacted]	2386-2401
14.	Respondent's Interview Transcript, dated April 30, 2024	2402-2435
15.	Transcript of Interview with Dr. [redacted], dated May 30, 2024	2436-2465
16.	Transcript of Interview with Dr. [redacted], dated May 16, 2024	2466-2486
17.	Reddit posts	2487-2491

18a.	Subpoena *Duces Tecum ("SDT")* – PDMP records July 1, 2022 – December 11, 2023 ***(Electronic file on USB drive)***	
18b.	PDMP records – July 1, 2022 – December 11, 2023 ***(Electronic file on USB drive)***	
18c.	Excerpt – PDMP records July 1, 2022 – December 11, 2023 ***(Electronic file on USB drive)***	
19a.	*SDT* – PDMP records December 1, 2023 – April 18, 2024 ***(Electronic file on USB drive)***	
19b.	PDMP records – December 1, 2023 – April 18, 2024 ***(Electronic file on USB drive)***	
19c.	Excerpt – PDMP records December 1, 2023 – April 18, 2024 ***(Electronic file on USB drive)***	
20.	*Charges Under the Maryland Physician Assistants Act*, filed September 24, 2024	
21.	Email from the Respondent to Dr. [redacted], "Fwd: MBP-Delegation Agreement for Core Duties-COMPLETE", dated January 14, 2024	
		2492-2506
		2507-2508

I admitted the following exhibits offered by the Respondent:

RESP. EX. NUMBER		PAGE NUMBER(S)
1.	Diploma for Doctor of Medical Science in Psychiatry	1
2.	Status Report – Certificate of Added Qualifications	2
3.	Certificate of Added Qualifications in Psychiatry	3
4.	Board Approval to Perform Psychiatric Diagnostic Evaluation	4-5
5.	Email from Board Regarding Delegation Agreement Addendum for Advanced Duties	6-7
6.	Text Messages with Dr. [redacted]	8-10
7.	Additional Text Messages with Dr. [redacted]	11-54

8.	Emails with Board Regarding Adding a Practice Location to the Delegation Agreement	55-57
9.	Emails with Dr. [redacted] Regarding Supervision	58-66
10.	Emails with Dr. [redacted] Regarding Independent Contractor Agreement	67-69
11.	Independent Contractor Agreement	70-82
12.	Emails with Dr. [redacted] Regarding CDS Registration	83