STEP II
CONSENT AGREEMENT
BETWEEN
BUD E. QUINTANA, D.O.,
AND
THE STATE MEDICAL BOARD OF OHIO

This Consent Agreement is entered into by and between Bud E. Quintana, D.O. [Dr. Quintana], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Quintana enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(26), Ohio Revised Code, for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice;" and/or Section 4731.22(B)(5), Ohio Revised Code, for "[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatry, or a limited branch of medicine; or in securing or attempting to secure any certificate to practice or certificate of registration issued by the board."

B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(5) and (B)(26), Ohio Revised Code, as set forth in Paragraph E of the Step I Consent Agreement Between Bud E. Quintana, D.O., and the State Medical Board of Ohio, effective November 10, 2010 [November 2010 Step I Consent Agreement], and as set forth in Paragraph E below. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.

APR 27 2011

C. Dr. Quintana is seeking reinstatement of his certificate to practice osteopathic medicine and surgery, license number 34.002673, which was indefinitely suspended, but not less than 120 days, pursuant to the November 2010 Step I Consent Agreement, a copy of which is attached hereto and incorporated herein.

D. Dr. Quintana states that he is not licensed to practice in any other state or jurisdiction.

E. Dr. Quintana admits that after entering residential treatment for chemical dependency on or about November 5, 2010, at the Betty Ford Center [Betty Ford], a Board-approved treatment provider in Rancho Mirage, California, he was discharged, treatment complete, on or about January 12, 2011. Dr. Quintana states, and the Board acknowledges receipt of information to support, that since being discharged from Betty Ford, he has remained compliant with the terms of the aftercare contract he entered on or about February 16, 2011, including attending and participating in at least three 12-step meetings per week, attending at least one aftercare meeting per week, and submitting to random drug and alcohol testing. Dr. Quintana admits that the aforementioned aftercare meeting remains in effect. Dr. Quintana further states, and the Board acknowledges receipt of information to support, that he is currently treating with a psychologist related to stress management as part of his recovery process.

Dr. Quintana states, and the Board acknowledges, that Richard N. Whitney, M.D., Medical Director at Shepherd Hill, a Board-approved treatment provider in Newark, Ohio, and Craig T. Pratt, M.D., an addictionist in Columbus, Ohio, who was approved by the Board to conduct an assessment, have each provided a written report indicating that Dr. Quintana's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place.

Accordingly, Dr. Quintana states, and the Board acknowledges receipt to information to support, that Dr. Quintana has substantially fulfilled the conditions for reinstatement of his certificate to practice osteopathic medicine and surgery in the State of Ohio, as established in the above-referenced November 2010 Step I Consent Agreement.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, the certificate of Dr. Quintana to practice osteopathic medicine and surgery in the State of Ohio shall be REINSTATED, and Dr. Quintana knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Quintana shall obey all federal, state, and local laws, and all rules governing the practice of osteopathic medicine in Ohio.

2. Dr. Quintana shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the date his quarterly declaration would have been due pursuant to his November 2010 Step I Consent Agreement with the Board, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.

3. Dr. Quintana shall appear in person for an interview before the full Board or its designated representative. The first such appearance shall take place on the date his appearance would have been scheduled pursuant to his November 2010 Step I Consent Agreement with the Board. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.

4. Dr. Quintana shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the probationary terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Quintana resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Quintana may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Quintana is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

5. In the event Dr. Quintana is found by the Secretary of the Board to have failed to comply with any provision of this Consent Agreement, and is so notified of that deficiency in writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under this Consent Agreement.

MONITORING OF REHABILITATION AND TREATMENT

Drug Associated Restrictions

6. Dr. Quintana shall keep a log of all controlled substances prescribed. Such log shall be submitted, in the format approved by the Board, on the date upon which Dr. Quintana's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Quintana shall make his patient records with regard to such prescribing available for review by an agent of the Board immediately upon request.

7. Dr. Quintana shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 8 below) any controlled substances as defined by state or federal law. In the event that the Board agrees at a future date to modify this Consent Agreement to allow Dr. Quintana to administer or personally furnish controlled substances, Dr. Quintana shall keep a log of all controlled substances prescribed, administered or personally furnished. Such log shall be submitted in the format approved by the Board and shall be submitted to the Board no later than the date upon which Dr. Quintana's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Quintana shall make his patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board immediately upon request.

Sobriety

8. Dr. Quintana shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Quintana's history of chemical dependency. Further, in the event that Dr. Quintana is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Quintana shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Quintana received; the medical purpose for which he received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to him, Dr. Quintana shall provide the Board with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.

9. Dr. Quintana shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Drug Testing Facility and Collection Site

10. Dr. Quintana shall submit to random urine screenings for drugs and alcohol at least two times per month, or as otherwise directed by the Board. Dr. Quintana shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board, and shall include Dr. Quintana's drug(s) of choice.

Dr. Quintana shall abstain from the use of any substance and the consumption of poppy seeds or any other food or liquid that may produce a low level positive result in a toxicology screen. Dr. Quintana acknowledges that he understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site pursuant to the global contract between said facility and the Board, that provides for the Board to maintain ultimate control over the urine screening process and to preserve the confidentiality of all positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code, and the screening process shall require a daily call-in procedure. Further, in the event that the Board exercises its discretion, as provided in Paragraph 11 below, to approve urine screenings to be conducted at an alternative drug testing facility and/or collection site or a supervising physician, such approval shall be expressly contingent upon the Board retaining ultimate control over the urine screening process in a manner that preserves the aforementioned confidentiality of all positive screening results.

Dr. Quintana shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Quintana shall be negative, except for those substances prescribed, administered, or dispensed to him in conformance with the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

Further, within thirty days of the effective date of this Consent Agreement, Dr. Quintana shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug testing facility and/or collection site in order to facilitate the urine screening process in the manner required by this Consent Agreement. Further, Dr. Quintana shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Quintana and the Board-approved drug testing facility and/or collection site. Dr. Quintana's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Consent Agreement. However, Dr. Quintana and the Board further agree that in the event Dr. Quintana previously entered into the aforementioned financial and contractual agreements pursuant to the requirements of a prior consent agreement with the Board under which Dr. Quintana is currently participating in an ongoing urine screening process, then this requirement shall be waived under the instant consent agreement.

Dr. Quintana shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Quintana and the Board-approved drug testing facility and collection site shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Quintana shall ensure that the Board-approved drug testing facility and/or collection site provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.

In the event that the Board-approved drug testing facility and/or collection site becomes unable or unwilling to serve as required by this Consent Agreement, Dr. Quintana must immediately notify the Board in writing, and make arrangements acceptable to the Board pursuant to Paragraph 11 below, as soon as practicable. Dr. Quintana shall further ensure that the Board-approved drug testing facility and/or collection site also notifies the Board directly of its inability to continue to serve and the reasons therefore.

Dr. Quintana acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the Secretary and Supervising Member of the Board determine that the drug testing facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

11. Dr. Quintana and the Board agree that it is the intent of this Consent Agreement that Dr. Quintana shall submit his urine specimens to the Board-approved drug testing facility and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Quintana, as determined in the sole discretion of the Board, then subject to the following requirements, the Board may approve an alternate drug testing facility and/or collection site, or a supervising physician, to facilitate the urine screening process for Dr. Quintana:

    a. Within thirty days of the date upon which Dr. Quintana is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Quintana, he shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Quintana shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this

capacity, the Board will give preference to a facility located near Dr. Quintana's residence or employment location, or to a physician who practices in the same locale as Dr. Quintana. Dr. Quintana shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Quintana acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

b. Dr. Quintana shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.

c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Quintana must immediately notify the Board in writing. Dr. Quintana shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Quintana shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Quintana.

d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Quintana's designated alternate drug testing facility and/or collection site, or any person proposed to serve as his supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

12. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the

Board's offices no later than the due date for Dr. Quintana's quarterly declaration. It is Dr. Quintana's responsibility to ensure that reports are timely submitted.

13. The Board retains the right to require, and Dr. Quintana agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Quintana, or for any other purpose, at Dr. Quintana's expense upon the Board's request and without prior notice. Dr. Quintana's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

Psychological/Mental Health Treatment

14. Within thirty days of the effective date of this Consent Agreement, Dr. Quintana shall submit to the Board for its prior approval the name and qualifications of a licensed psychologist and/or other licensed mental health professional [licensed mental health professional] of his choice. Upon approval by the Board, Dr. Quintana shall undergo and continue psychological and/or mental health treatment at least once a month, or as otherwise directed by the Board. Dr. Quintana shall comply with his mental health treatment plan. Dr. Quintana shall ensure that mental health reports are forwarded by his treating licensed mental health professional to the Board on a quarterly basis, or as otherwise directed by the Board. The mental health reports shall contain information describing Dr. Quintana's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Quintana's compliance with his treatment plan; Dr. Quintana's mental status; Dr. Quintana's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Quintana shall ensure that his treating licensed mental health professional immediately notifies the Board of his failure to comply with his mental health treatment plan and/or any determination that Dr. Quintana is unable to practice due to his mental health condition and/or disorder. It is Dr. Quintana's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Quintana's quarterly declaration.

    In the event that the designated treating licensed mental health professional becomes unable or unwilling to serve in this capacity, Dr. Quintana must immediately so notify the Board in writing. In addition, Dr. Quintana shall make arrangements acceptable to the Board for another treating licensed mental health professional within thirty days after the previously designated treating licensed mental health professional becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Quintana shall ensure that the previously designated treating licensed mental health professional also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

The Board expressly reserves the right to disapprove any licensed mental health professional proposed to serve as Dr. Quintana's designated treating licensed mental health professional, or to withdraw approval of any such licensed mental health professional previously approved to serve as Dr. Quintana's designated treating licensed mental health professional, in the event that the Secretary and Supervising Member of the Board determine that any such licensed mental health professional has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

Monitoring Physician

15. Before engaging in any medical practice, Dr. Quintana shall submit to the Board in writing the name and curriculum vitae of a monitoring physician for prior written approval by the Secretary or Supervising Member of the Board. In approving an individual to serve in this capacity, the Secretary and Supervising Member will give preference to a physician who practices in the same locale as Dr. Quintana and who is engaged in the same or similar practice specialty.

    The monitoring physician shall monitor Dr. Quintana and his medical practice, and shall review Dr. Quintana's patient charts. The chart review may be done on a random basis, with the frequency and number of charts reviewed to be determined by the Board.

    Further, the monitoring physician shall provide the Board with reports on the monitoring of Dr. Quintana and his medical practice, and on the review of Dr. Quintana's patient charts. Dr. Quintana shall ensure that the reports are forwarded to the Board on a quarterly basis and are received in the Board's offices no later than the due date for Dr. Quintana's quarterly declaration.

    In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Quintana must immediately so notify the Board in writing. In addition, Dr. Quintana shall make arrangements acceptable to the Board for another monitoring physician within thirty days after the previously designated monitoring physician becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Quintana shall ensure that the previously designated monitoring physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

    The Board expressly reserves the right to disapprove any person proposed to serve as Dr. Quintana's designated monitoring physician, or to withdraw approval of any person previously approved to serve as Dr. Quintana's designated monitoring physician, in the event that the Secretary and Supervising Member of the Board determine that any such monitoring physician has

demonstrated a lack of cooperation in providing information to the Board or for any other reason.

Rehabilitation Program

16. Dr. Quintana shall maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

    Dr. Quintana shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Quintana's quarterly declarations.

Aftercare

17. Dr. Quintana shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.

18. Dr. Quintana shall maintain continued compliance with the terms of the aftercare contract entered into with a Board-approved treatment provider, provided that, where terms of the aftercare contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Releases

19. Dr. Quintana shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Quintana's chemical dependency or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Quintana further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.

Required Reporting by Licensee

20. Within thirty days of the effective date of this Consent Agreement, Dr. Quintana shall provide a copy of this Consent Agreement to all employers or entities with which he

is under contract to provide health care services (including but not limited to third party payors) or is receiving training, and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Quintana shall promptly provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments. In the event that Dr. Quintana provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Quintana shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Quintana shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

21. Within thirty days of the effective date of this Consent Agreement, Dr. Quintana shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Quintana further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which he applies for any professional license or for reinstatement of any professional license. Further, Dr. Quintana shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

22. Dr. Quintana shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Quintana treatment or monitoring for his chemical dependency, mental health, or related conditions. Further, Dr. Quintana shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

23. Dr. Quintana shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Quintana appears to have violated or breached any term or condition of this Consent Agreement, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including, but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.

If the Secretary and Supervising Member of the Board determine that there is clear and convincing evidence that Dr. Quintana has violated any term, condition or limitation of this Consent Agreement, Dr. Quintana agrees that the violation, as alleged, also constitutes clear and convincing evidence that his continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

DURATION/MODIFICATION OF TERMS

Dr. Quintana shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Quintana shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year, except that Dr. Quintana may make such request with the mutual approval and joint recommendation of the Secretary and Supervising Member. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

In the event that the Board initiates future formal proceedings against Dr. Quintana, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall

continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

In the event that any term, limitation, or condition contained in this Consent Agreement is determined to be invalid by a court of competent jurisdiction, Dr. Quintana and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Quintana acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Quintana hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Quintana acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

EFFECTIVE DATE

It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

Bud E. Quintana DO — Lance A. Talmage MD

BUD E. QUINTANA, D.O.

LANCE A. TALMAGE, M.D.
Secretary

4/26/11
DATE

5-11-11
DATE

RAYMOND J. ALBERT
Supervising Member

6/9/11
DATE

Mark R. Blackmer
MARK R. BLACKMER
Enforcement Attorney

April 28, 2011
DATE

STEP I
CONSENT AGREEMENT
BETWEEN
BUD E. QUINTANA, D.O.,
AND
THE STATE MEDICAL BOARD OF OHIO

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Dr. Quintana enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

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A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(26), Ohio Revised Code, for "[i]mpairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice;" and/or Section 4731.22(B)(5), Ohio Revised Code, for "[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatry, or a limited branch of medicine; or in securing or attempting to secure any certificate to practice or certificate of registration issued by the board."

B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(5) and (B)(26), Ohio Revised Code, as set forth in Paragraph E below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.

C. Dr. Quintana is licensed to practice osteopathic medicine and surgery in the State of Ohio, License number 34.002673.

D. Dr. Quintana states that he is not licensed to practice in any other state or jurisdiction.

STATE MEDICAL BOARD OF OHIO
2011 NOV -4 PM 2:

E. Dr. Quintana admits that on October 21, 2010, he self-reported to the Board that he had relapsed. Dr. Quintana further admits that he has a remote history of treatment for chemical dependency during or about 1982-1984, for which he received more than twenty-eight days of inpatient treatment and subsequently remained in continuous sobriety for over twenty years. Dr. Quintana further admits that he previously entered into a Consent Agreement with the Board that, in part, was related to impairment, with an effective date of May 1, 1984 [May 1984 Consent Agreement]. Dr. Quintana states, and the Board acknowledges receipt of information to support, that on or about June 16, 1988, the Board released Dr. Quintana from the probationary terms and conditions of the May 1984 Consent Agreement, and said Agreement was terminated.

Dr. Quintana admits that during or about October 2003 he initially relapsed on alcohol when he consumed a small amount of wine during a meal, and he continued to intermittently consume alcohol on a very infrequent basis until he began drinking heavily and to intoxication on or about October 9, 2010, through October 15, 2010. Dr. Quintana admits that any use of alcohol by him constitutes a "relapse" as that term is defined by Rule 4731-16-01(B), Ohio Administrative Code. Dr. Quintana specifically attests that his relapse was limited to the consumption of alcohol and expressly denies that his relapse included the use of any mood-altering substances other than alcohol. Dr. Quintana further admits that he failed to immediately self-report such initial relapse to the Board as required, nor did he disclose it on the 2004 renewal of his osteopathic medical license as required. Dr. Quintana further admits that pursuant to the Board's administrative rules, he is in the process of scheduling an evaluation with a Board-approved treatment provider so that said treatment provider can determine the appropriate level of treatment following and in connection with Dr. Quintana's relapse.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Dr. Quintana knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Quintana to practice osteopathic medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time, but not less than 120 days.

Obey all Laws

2. Dr. Quintana shall obey all federal, state, and local laws.

Sobriety

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3. Dr. Quintana shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Quintana's history of chemical dependency. Further, in the event that Dr. Quintana is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Quintana shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Quintana received; the medical purpose for which he received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to him, Dr. Quintana shall provide the Board with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.

4. Dr. Quintana shall abstain completely from the use of alcohol.

Absences from Ohio

5. Dr. Quintana shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the monitoring terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Quintana resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Quintana may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Quintana is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

Releases; Quarterly Declarations and Appearances

6. Dr. Quintana shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Quintana's chemical dependency or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Quintana further agrees to provide the Board written consent permitting any treatment provider

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from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.

7. Dr. Quintana shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which this Consent Agreement becomes effective, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.

8. Dr. Quintana shall appear in person for an interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.

Drug & Alcohol Screens; Drug Testing Facility and Collection Site

9. Dr. Quintana shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Quintana shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board, and shall include Dr. Quintana's drug(s) of choice.

   Dr. Quintana shall abstain from the use of any substance and the consumption of poppy seeds or any other food or liquid that may produce a low level positive result in a toxicology screen. Dr. Quintana acknowledges that he understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

   All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site pursuant to the global contract between said facility and the Board, that provides for the Board to maintain ultimate control over the urine screening process and to preserve the confidentiality of all positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code, and the screening process shall require a daily call-in procedure. Further, in the event that the Board exercises its discretion, as provided in Paragraph 10 below, to approve urine screenings to be conducted at an alternative drug testing facility and/or collection site or a

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supervising physician, such approval shall be expressly contingent upon the Board retaining ultimate control over the urine screening process in a manner that preserves the aforementioned confidentiality of all positive screening results.

Dr. Quintana shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Quintana shall be negative, except for those substances prescribed, administered, or dispensed to him in conformance with the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

Further, within thirty days of the effective date of this Consent Agreement, Dr. Quintana shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug testing facility and/or collection site in order to facilitate the urine screening process in the manner required by this Consent Agreement. Further, Dr. Quintana shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Quintana and the Board-approved drug testing facility and/or collection site. Dr. Quintana's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Consent Agreement.

Dr. Quintana shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Quintana and the Board-approved drug testing facility and collection site shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Quintana shall ensure that the Board-approved drug testing facility and/or collection site provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.

In the event that the Board-approved drug testing facility and/or collection site becomes unable or unwilling to serve as required by this Consent Agreement, Dr. Quintana must immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph 10 below, as soon as practicable. Dr. Quintana shall further ensure that the Board-approved drug testing facility and/or collection site also notifies the Board directly of its inability to continue to serve and the reasons therefore.

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Dr. Quintana acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the Secretary and Supervising Member of the Board determine that the drug testing facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

10. Dr. Quintana and the Board agree that it is the intent of this Consent Agreement that Dr. Quintana shall submit his urine specimens to the Board-approved drug testing facility and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Quintana, as determined in the sole discretion of the Board, then subject to the following requirements, the Board may approve an alternate drug testing facility and/or collection site, or a supervising physician, to facilitate the urine screening process for Dr. Quintana:

    a. Within thirty days of the date upon which Dr. Quintana is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Quintana, he shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Quintana shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Quintana's residence or employment location, or to a physician who practices in the same locale as Dr. Quintana. Dr. Quintana shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Quintana acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

    b. Dr. Quintana shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.

    c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Quintana must immediately notify the Board in writing. Dr. Quintana shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to

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continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Quintana shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Quintana.

d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Quintana's designated alternate drug testing facility and/or collection site, or any person proposed to serve as his supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

11. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Quintana's quarterly declaration. It is Dr. Quintana's responsibility to ensure that reports are timely submitted.

12. The Board retains the right to require, and Dr. Quintana agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Quintana, or for any other purpose, at Dr. Quintana's expense upon the Board's request and without prior notice. Dr. Quintana's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

Rehabilitation Program

13. Within thirty days of the effective date of this Consent Agreement, Dr. Quintana shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Quintana shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Quintana's quarterly declarations.

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14. Immediately upon completion of any required treatment for chemical dependency, Dr. Quintana shall enter into an aftercare contract with a Board-approved treatment provider and shall maintain continued compliance with the terms of said aftercare contract, provided that, where the terms of the aftercare contract conflict with the terms of this Consent Agreement, the terms of this Consent Agreement shall control.

CONDITIONS FOR REINSTATEMENT

15. The Board shall not consider reinstatement or restoration of Dr. Quintana's certificate to practice osteopathic medicine and surgery until all of the following conditions are met:

    a. Dr. Quintana shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.

    b. Dr. Quintana shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:

        i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that Dr. Quintana has successfully completed any required treatment, as set forth in Rules 4731-16-02 and 4731-16-08, Ohio Administrative Code.

        ii. Evidence of continuing full compliance with, or successful completion of, a post-discharge aftercare contract with a treatment provider approved under Section 4731.25 of the Revised Code. Such evidence shall include, but not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with rule 4731-16-10 of the Administrative Code.

        iii. Evidence of continuing full compliance with this Consent Agreement.

        iv. Two written reports indicating that Dr. Quintana's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. The reports shall be made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Quintana. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Quintana shall provide the evaluators with copies of patient records from any evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr.

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Quintana, and any conditions, restrictions, or limitations that should be imposed on Dr. Quintana's practice. The reports shall also describe the basis for the evaluator's determinations.

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement. Further, at the discretion of the Secretary and Supervising Member of the Board, the Board may request an updated assessment and report if the Secretary and Supervising Member determine that such updated assessment and report is warranted for any reason.

v. In the event that the Board initiates future formal proceedings against Dr. Quintana, including but not limited to issuance of a Notice of Opportunity for Hearing, Dr. Quintana shall be ineligible for reinstatement until such proceedings are fully resolved by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

c. Dr. Quintana shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board within 180 days of the date upon which all the above-specified conditions for reinstatement or restoration have been completed or, if the Board and Dr. Quintana are unable to agree on the terms of a written Consent Agreement, then Dr. Quintana further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code. The Board shall provide notice to Dr. Quintana that said hearing has been scheduled, advising Dr. Quintana of his hearing rights, and stating the date, time, and location of the hearing at which the Board will present its evidence, after which the Board will make a determination of the matter by Board Order.

Further, upon reinstatement of Dr. Quintana's certificate to practice osteopathic medicine and surgery in this state, the Board shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code. Moreover, upon termination of the consent agreement or Board Order, Dr. Quintana shall submit to the Board for at least two years annual progress reports made under penalty of Board disciplinary action or criminal prosecution stating whether Dr. Quintana has maintained sobriety.

16. In the event that Dr. Quintana has not been engaged in the active practice of osteopathic medicine and surgery for a period in excess of two years prior to application for reinstatement, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Quintana's fitness to resume practice.

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REQUIRED REPORTING BY LICENSEE

17. Within thirty days of the effective date of this Consent Agreement, Dr. Quintana shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services (including but not limited to third party payors) or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Quintana shall promptly provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments. In the event that Dr. Quintana provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Quintana shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Quintana shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

18. Within thirty days of the effective date of this Consent Agreement, Dr. Quintana shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Quintana further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which he applies for any professional license or reinstatement of any professional license. Further, Dr. Quintana shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

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19. Dr. Quintana shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Quintana chemical dependency treatment or monitoring. Further, Dr. Quintana shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

20. Dr. Quintana shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

DURATION/MODIFICATION OF TERMS

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties. In the event that the Board initiates future formal proceedings against Dr. Quintana, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

In the event that any term, limitation, or condition contained in this Consent Agreement is determined to be invalid by a court of competent jurisdiction, Dr. Quintana and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Quintana appears to have violated or breached any term or condition of this Consent Agreement, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Quintana acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

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Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Quintana hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Quintana acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

EFFECTIVE DATE

It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

Bud E. Quintana
BUD E. QUINTANA, D.O.

11/3/10
DATE

Lance A. Talmage MD
LANCE A. TALMAGE, M.D.
Secretary

11-10-10
DATE

RAYMOND J. ALBERT
Supervising Member

11/10/10
DATE

Mark R. Blackmer
MARK R. BLACKMER
Enforcement Attorney

November 4, 2010
DATE

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STATE MEDICAL BOARD OF OHIO
MEDICAL BOARD
NOV - 4 2010

MAY - 1 1984

CONSENT AGREEMENT
BETWEEN
BUD QUINTANA, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO

THE CONSENT AGREEMENT is entered into by and between BUD QUINTANA, D.O. and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapters 4730. and 4731. of the Ohio Revised Code.

BUD QUINTANA, D.O., enters into this agreement being fully aware of his rights, including his right to be advised by counsel.

WHEREFORE, in consideration of the mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, BUD QUINTANA, D.O., knowingly and voluntarily agrees with the STATE MEDICAL BOARD OF OHIO to the following conditions:

1. DR. QUINTANA agrees to refrain completely from prescribing, administering or dispensing Schedule II controlled substances.

2. DR. QUINTANA agrees to keep a separate record of his prescribing, administering or dispensing Schedule III controlled substances. This record shall be made available for inspection to the STATE MEDICAL BOARD OF OHIO, or its designated agents or employees, upon request.

3. DR. QUINTANA agrees to cooperate fully with the STATE MEDICAL BOARD OF OHIO and its agents and employees, and when requested, shall make his place of practice available for inspection.

4. DR. QUINTANA shall submit to random urine screenings, twice a month, for the detection of alcohol, barbituates, amphetamines, morphine, methadone, codeine, doriden, quinine, merperidine and phenothiazines. Random urine screenings being done pursuant to follow-up treatment directed by the Horizons Center satisfies the requirements of this paragraph.

5. DR. QUINTANA shall provide this Board with the results, at the end of each month, of the urine screenings set forth in the previous paragraph.

6. DR. QUINTANA shall provide this Board with progress reports from Dr. Martin Macklin, every two (2) months.

7. DR. QUINTANA shall attend Alcoholics Anonymous and/or any other local recovering doctor's support group a minimum of once per week.

8. DR. QUINTANA shall personally appear before the BOARD, or representatives thereof, in three months or as indicated by the BOARD.

9. DR. QUINTANA shall obey all the provisions of Chapters 4730. and 4731., Ohio Revised Code.

Unless otherwise indicated, each of the foregoing terms and conditions shall be in effect indefinitely or until the STATE MEDICAL BOARD OF OHIO or the Secretary of the STATE MEDICAL BOARD determines the appropriateness of terminating the term or condition.

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Upon the consent of both parties, the terms and conditions of this agreement may be modified or terminated in writing by the STATE MEDICAL BOARD or the Secretary of the STATE MEDICAL BOARD.

If, in the discretion of the Secretary of the STATE MEDICAL BOARD OF OHIO, BUD QUINTANA, D.O., appears to have violated or breached any terms or conditions of this agreement, the STATE MEDICAL BOARD OF OHIO reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including, but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this agreement.

It is AGREED AND UNDERSTOOD by and between both parties that this CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code.

The terms and conditions of this agreement shall become effective on the 1st day of May, 1984.

Bud Quintana
BUD QUINTANA, D.O.

April 22, 1984
DATE

Leonard L. Lovshin M.D.
LEONARD L. LOVSHIN, M.D.
President, State Medical Board
of Ohio

3/30/84
DATE

ATTORNEY

April 26, 1984
DATE

STATE OF OHIO
THE STATE MEDICAL BOARD
Suite 510
65 South Front Street
Columbus, Ohio 43215

November 17, 1982

Bud E. Quintana, D.O.
Rt. 6, Box 46 H
Athens, OH 45701

Dear Doctor Quintana:

In accordance with Chapter 119., Ohio Revised Code, you are hereby notified that the State Medical Board of Ohio intends to determine whether or not to limit, reprimand, revoke, suspend, place on probation, refuse to register or reinstate your license to practice osteopathic medicine and surgery, in Ohio, under the provisions of Section 4731.22, Ohio Revised Code, for the following reasons:

1. On or about the following dates, you wrote the following prescriptions for controlled substances, in the amounts and strengths indicated, for the following patient who is named in the attached Patient Key (to be withheld from public disclosure):

Patient No.	Date	Substance	Amount
1	05/08/82	Lomotil	50
	05/08/82	Valium 10 mg.	50
	06/08/82	Valium 10 mg.	60
	06/10/82	Lomotil	50
	07/07/82	Lomotil	50
	07/25/82	Demerol multi-dose	100 mg/ml
	07/25/82	Valium 10 mg.	40

Patient No. 1 never received said prescriptions. Instead, the prescriptions for Patient No. 1 were written for your personal use or the personal use of Patient No. 2 below.

2. On or about the following dates, you wrote the following prescriptions for controlled substances, in the amounts and strengths indicated, for the following patient who is named in the attached Patient Key (to be withheld from public disclosure):

Patient No.	Date	Substance	Amount
2	12/22/81	Valium 10 mg.	50
	12/22/81	Methaquaalone 300 mg.	25
	01/05/82	Morphine Sulfate 15mg/ml	20 ml.
	03/12/82	Valium 10 mg.	50
	03/12/82	Lomotil 2.5 mg.	50
	04/14/82	Lomotil	40
	04/19/82	Valium 10 mg.	50

05/08/82	Stadol multi-dose	10 ml.
05/11/82	Stadol multi-dose	10 ml.
05/18/82	Stadol vials	10 ml. (5 vials)
05/25/82	Valium 10 mg.	50
05/25/82	Stadol multi-dose	10 ml.
05/29/82	Stadol multi-dose	10 cc.
06/08/82	Stadol multi-dose	10 cc.
06/12/82	Stadol multi-dose	10 cc. (10 vials)
06/22/82	Valium 10 mg.	50
06/25/82	Valium 10 mg.	40
06/26/82	Lomotil 2.5 mg.	40
07/07/82	Valium 10 mg.	50
07/13/82	Demerol	100 mg/ml
07/15/82	Demerol	100 mg/ml
07/19/82	Valium 10 mg.	50
07/27/82	Meperidine	100 mg/ml

You wrote said prescriptions for Patient No. 2 for no legitimate medical reason.

3. On or about the following dates, you wrote the following prescriptions for controlled substances, in the amounts and strengths indicated, for yourself:

Date	Substance	Amount
04/14/82	Stadol	10 ml. (5 vials)
04/20/82	Stadol	10 ml. (5 vials)
04/23/82	Stadol	10 ml. (5 vials)
04/23/82	Lomotil 2.5 mg.	30
05/03/82	Stadol	10 ml. (3 vials)
05/25/82	Lomotil 2.5 mg.	50

You prescribed said drugs for yourself for no legitimate medical reason but, instead, for your own personal use.

Such acts in Paragraphs 1, 2, and 3, committed individually and/or collectively, constitute a "failure to use reasonable care discrimination in the administration of drugs, or failure to employ acceptable scientific methods in the selection of drugs or other modalities for treatment of disease", as that clause is used in Section 4731.22(B)(2), Ohio Revised Code, effective prior to August 27, 1982.

Further, such acts, in Paragraphs 1, 2, and 3, individually and/or collectively, constitute "selling, prescribing, giving away, or administering drugs for other than legal and legitimate therapeutic purposes", as that clause is used in Section 4731.22(B)(3), Ohio Revised Code, effective prior to August 27, 1982.

Further, such acts in Paragraphs 1, 2, and 3, committed individually and/or collectively, constitute a "departure from, or the failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established", as that clause is used in Section 4731.22(B)(6), Ohio Revised Code, effective prior to August 27, 1982.

Further, you are unable "... to practice according to acceptable and prevailing standards of care by reason of illness, excessive use of alcohol, excessive use of controlled substances, chemicals, or as a result of a physical condition ...", as that clause is used in Section 4731.22(B)(15), Ohio Revised Code, effective August 27, 1982.

Pursuant to Chapter 119., Ohio Revised Code, please be advised that you may request a hearing on this matter. If you wish to request such a hearing, that request must be made within thirty (30) days of the time of mailing of this notice.

You are further advised that you are entitled to appear at such hearing in person, or by your attorney, or you may present your position, arguments, or contentions in writing, and that at the hearing you may present evidence and examine witnesses appearing for or against you.

In the event there is no request for such hearing made within thirty (30) days of the time of mailing of this notice, the State Medical Board may, in your absence and upon consideration of this matter, determine whether or not to limit, reprimand, revoke, suspend, place on probation, refuse to register, or reinstate your certificate to practice medicine or surgery.

A copy of the appropriate versions of Section 4731.22, Ohio Revised Code, is enclosed for your review.

Very truly yours,

Anthony Ruppersberg, Jr., M.D.
Secretary

AR:ls

Enclosure

CERTIFIED MAIL NO. P349 642 037
RETURN RECEIPT REQUESTED

cc: Randolph L. Snow, Esq.
1200 Harter Bank Building
Canton, OH 44702

CERTIFIED MAIL NO. P349 642 038
RETURN RECEIPT REQUESTED