STATE MEDICAL BOARD OF OHIO
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CONSENT AGREEMENT
BETWEEN
PAUL RICHARD WEST, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO

This CONSENT AGREEMENT is entered into by and between PAUL RICHARD WEST, D.O., and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

PAUL RICHARD WEST, D.O., 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.

This CONSENT AGREEMENT is entered into on the basis of the following stipulations, admissions and understandings:

A. THE STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(B)(26), 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 "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."

B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraphs D, E, F, G and H below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Ohio Revised Code, whether occurring before or after the effective date of this Agreement.

C. PAUL RICHARD WEST, D.O, is licensed to practice osteopathic medicine and surgery in the State of Ohio.

D. PAUL RICHARD WEST, D.O., ADMITS that on July 27, 1995, he surrendered his medical license to the Mississippi State Board of Medical Licensure based upon a history of chemical dependency, having received treatment for chemical dependency, and an admission that he had purchased controlled substances for which he had no inventory or accountability records. A copy of the Surrender of Medical Licensure is attached hereto and fully incoporated herein.

E. DOCTOR WEST further ADMITS that on or about February 13, 1996, he entered into a three-year Consent Agreement with the West Virginia Board of Osteopathy that was based upon his chemical dependency. A copy of the West Virginia Consent Agreement is attached hereto and fully incorporated herein.

F. DOCTOR WEST further ADMITS that he entered inpatient treatment for sedative dependence at Forrest General Hospital/Pine Grove in Hattiesburg, Mississippi on January 18, 1995.

DOCTOR WEST further ADMITS that he transferred to outpatient treatment at Riverside Methodist Hospital, a board approved treatment facility in Columbus, Ohio on February 6, 1995, and successfully completed the program on February 17, 1995.

DOCTOR WEST further ADMITS that he participated in Aftercare counseling with Wayne Dickison, M.S., Ed., CCDC III, at TouchstoneTreatment Center, a Board approved treatment facility in Martins Ferry, Ohio, from October 1995 through September 1996.

G. DOCTOR WEST STATES that he entered into a three-year advocacy contract with the Ohio Physicians Effectiveness Program on September 11, 1995.

DOCTOR WEST ADMITS that he maintained compliance with terms of that contract until December 18, 1996, when he self-medicated with Vicodin for back pain. DOCTOR WEST STATES that he reported this use to his monitoring physician on December 26, 1996, when he submitted a urine for drug screen. DOCTOR WEST STATES and the STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that Dr. West's urine screen did not test positive for any chemicals.

DOCTOR WEST further STATES that prior to his use of Vicodin in December 1996, he had maintained sobriety for a period of twenty-three months.

H. DOCTOR WEST STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that in October 1996, he entered into a Memorandum of Agreement with the Drug Enforcment Administration that returned his DEA Certificate of Registration. A copy of the Memorandum of Agreement is attached hereto and fully incoporated herein.

I. DOCTOR WEST STATES and the STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that pursuant to a request from the Board, he obtained an evaluation from Anthony Bianco, M.D., at Touchstone Treatment Center, a Board approved treatment facility in Martins Ferry, Ohio. The assessment included a review of DR. WEST'S use of Vicodin in December 1996.

Dr. Bianco opined that DOCTOR WEST displayed rationalization and justification regarding his use of Vicodin in December 1996, and recommended Board monitoring of DOCTOR WEST'S recovery program under a Consent Agreement.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, PAUL RICHARD WEST, D.O., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following PROBATIONARY terms, conditions and limitations:

1. DOCTOR WEST shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;

2. DOCTOR WEST shall submit quarterly declarations under penalty of BOARD disciplinary action 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 the consent agreement becomes effective, provided that if the effective date is on or after the 16th day of the month, the first quarterly declaration must be received in the Board's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the BOARD's offices on or before the first day of every third month;

3. DOCTOR WEST shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed 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. (Example: The first quarterly appearance is scheduled for February, but based upon the doctor's serious personal illness he is permitted to delay appearance until April. The next appearance will still be scheduled for May, three months after the appearance as originally scheduled.) Although the BOARD will normally give DOCTOR WEST written notification of scheduled appearances, it is DOCTOR WEST's responsibility to know when personal appearances will occur. If he does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, DOCTOR WEST shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

4. In the event that DOCTOR WEST should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR WEST must notify the BOARD in writing of the dates of departure and return. Periods of time spent outside Ohio will not apply to the reduction of this period under the CONSENT AGREEMENT, unless otherwise determined by motion of the BOARD in instances where the BOARD can be assured that probationary monitoring is otherwise being performed;

5. In the event DOCTOR WEST 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 the CONSENT AGREEMENT;

6. DOCTOR WEST shall keep a log of all controlled substances prescribed or administered. Such log shall be submitted in the format approved by the BOARD thirty (30) days prior to DOCTOR WEST's personal appearance before the BOARD or its designated representative, or as otherwise directed by the BOARD;

7. DOCTOR WEST shall not dispense, order or possess (except as allowed under paragraph 8 below) any controlled substances as defined by state or federal law;

8. DOCTOR WEST shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of DOCTOR WEST's history of chemical dependency;

9. DOCTOR WEST shall abstain completely from the use of alcohol;

10. DOCTOR WEST shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR WEST 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;

    Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR WEST shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR WEST shall submit the required urine specimens. The supervising physician shall ensure that the urine specimens are obtained on a random basis, that the giving of the specimen is witnessed by a reliable person, and that appropriate control over the specimen is maintained. In addition, the supervising physician shall immediately inform the BOARD of any positive screening results;

    DOCTOR WEST shall ensure that the supervising physician provides quarterly reports to the BOARD, on forms approved or provided by the BOARD, verifying whether all urine screens have been conducted in compliance with this CONSENT AGREEMENT, whether all urine screens have been negative, and whether the supervising physician remains willing and able to continue in his responsibilities;

    In the event that the designated supervising physician becomes unable or unwilling to so serve, DOCTOR WEST must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR WEST shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefor;

    All screening reports and supervising physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR WEST's quarterly declaration. It is DOCTOR WEST's responsibility to ensure that reports are timely submitted;

11. The BOARD retains the right to require, and DOCTOR WEST agrees to submit, blood or urine specimens for analysis at DOCTOR WEST's expense upon the BOARD's request and without prior notice. DOCTOR WEST's refusal to submit a blood or urine specimen upon request of the BOARD shall result in a minimum of one year of actual license suspension;

12. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR WEST shall submit for the BOARD's prior approval the name of a monitoring physician, who shall monitor DOCTOR WEST and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR WEST shall ensure that such reports are forwarded to the BOARD on a quarterly basis. In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, DOCTOR WEST must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR WEST shall further ensure that the previously designated monitoring physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefor;

    All monitoring physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR WEST's quarterly declaration. It is DOCTOR WEST's responsibility to ensure that reports are timely submitted;

13. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR WEST shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, no less than three (3) times per week. Substitution of any other specific program must receive prior BOARD approval;

    DOCTOR WEST shall submit with each quarterly declaration required under Paragraph 2 of this CONSENT AGREEMENT acceptable documentary evidence of continuing compliance with this program;

14. DOCTOR WEST shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treatment provider to the BOARD, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for them to fulfill their respective duties and obligations;

15. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR WEST shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide physician services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, DOCTOR WEST shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to provide physician

services, or applies for or receives training, and the chief of staff at each hospital where he applies for or obtains privileges or appointments; and,

16. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR WEST shall provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds a license to practice. DOCTOR WEST further agrees to provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for licensure or reinstatement of licensure. Further, DOCTOR WEST shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

17. Any violation of Paragraph 8 or Paragraph 9 of this Agreement shall constitute grounds to revoke or permanently revoke DOCTOR WEST's certificate. DOCTOR WEST agrees that the minimum discipline for such a violation shall include actual license suspension. This paragraph does not limit the BOARD's authority to suspend, revoke or permanently revoke DOCTOR WEST's certificate based on other violations of this Consent Agreement.

18. DOCTOR WEST AGREES that if any declaration or report required by this agreement is not received in the BOARD'S offices on or before its due date, DOCTOR WEST shall cease practicing beginning the day next following receipt from the BOARD of notice of non-receipt, either by writing, by telephone, or by personal contact until the declaration or report is received in the BOARD offices. Any practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.

19. DOCTOR WEST AGREES that if, without prior permission from the BOARD, he fails to submit to random screenings for drugs and alcohol at least as frequently as required by Paragraph 10 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation and shall refrain from practicing for thirty (30) days for the first instance of a single missed screen. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.

22. DOCTOR WEST AGREES that if he fails to participate in an alcohol and drug rehabilitation program at least as frequently as required by Paragraph 13 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation, and

shall refrain from practicing for fifteen (15) days following a first missed meeting. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.

This CONSENT AGREEMENT shall remain in force for a minimum of five (5) years prior to any request for termination of said CONSENT AGREEMENT. Otherwise, the above described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

If, in the discretion of the Secretary and Supervising Member of the BOARD, DOCTOR WEST 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 Agreement.

If the Secretary and Supervising Member of the BOARD determine that there is clear and convincing evidence that DOCTOR WEST has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR WEST 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(D), Ohio Revised Code.

DOCTOR WEST 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.

DOCTOR WEST hereby releases THE STATE MEDICAL BOARD OF OHIO, 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. 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 that it shall become effective upon the last date of signature below.

Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

Paul West, D.O.

PAUL WEST, D.O.

11-4-97

DATE

THOMAS E. GRETTER, M.D.
Secretary

11/12/97

DATE

RAYMOND J. ALBERT
Supervising Member

11/12/97

DATE

ANNE B. STRAIT, ESQ.
Assistant Attorney General

11/12/97

DATE

Revised 11/27/96