

STATE MEDICAL BOARD
2009 OCT 22 A 10 23

**STATE OF OHIO
THE STATE MEDICAL BOARD
SURRENDER OF CERTIFICATE
TO PRACTICE MEDICINE AND SURGERY**

I, William L. Hoppes, M.D., am aware of my rights to representation by counsel, the right of being formally charged and having a formal adjudicative hearing, and do hereby freely execute this document and choose to take the actions described herein.

I, William L. Hoppes, M.D., acknowledge that I am not currently legally authorized to practice medicine and surgery in the state of Ohio, due to the suspension of my certificate. I, William L. Hoppes, M.D., do hereby voluntarily, knowingly, and intelligently surrender my certificate to practice medicine and surgery, License #35.028452, which is currently indefinitely suspended, to the State Medical Board of Ohio [Board] to the State Medical Board of Ohio, thereby relinquishing all rights to practice medicine and surgery in Ohio.

I understand that as a result of the surrender herein I am no longer permitted to practice medicine and surgery in any form or manner in the State of Ohio in the future.

I agree that I shall be ineligible for, and shall not apply for, reinstatement or restoration of certificate to practice medicine and surgery License #35.028452 or issuance of any other certificate pursuant to the authority of the State Medical Board of Ohio, on or after the date of signing this Surrender of Certificate to Practice Medicine and Surgery. Any such attempted reapplication shall be considered null and void and shall not be processed by the Board.

I stipulate and agree that I am taking the action described herein in lieu of continuing compliance with the terms of the Superseding Step I Consent Agreement into which I entered with the Board on July 11, 2007. On July 3, 2008, I notified the Board that I wished to surrender my license and I thereafter ceased providing urine screens as required pursuant to Paragraph 7 of my Superseding Step I Consent Agreement. My failure to continue to provide urine screens as required under Paragraph 7 of my Superseding Step I Consent Agreement has resulted in my noncompliance with the terms of that Consent Agreement.

I, William L. Hoppes, M.D., hereby release the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This Surrender of Certificate 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

Surrender of Certificate
William L. Hoppes, M.D.

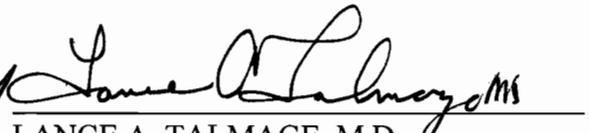
appropriate organizations, data banks and governmental bodies. I, William L. Hoppes, M.D., acknowledge that my social security number will be used if this information is so reported and agree to provide my social security number to the Board for such purposes.

I stipulate and agree that I am taking the action described herein in lieu of formal disciplinary proceedings pursuant to Section 4731.22(B)(15), Ohio Revised Code.

EFFECTIVE DATE

It is expressly understood that this Surrender of Certificate 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.

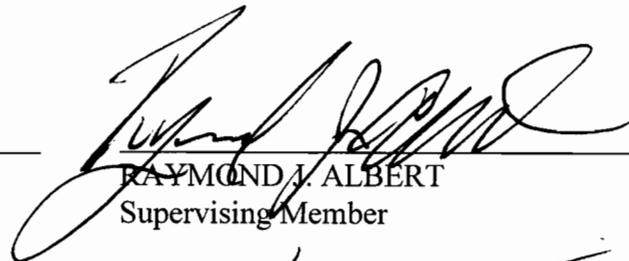

WILLIAM L. HOPPES, M.D.


LANCE A. TALMAGE, M.D.
Secretary

10/16/08
DATE

11-12-08
DATE


RANDOLPH L. SNOW, ESQ.
Counsel for Dr. Hoppes


RAYMOND J. ALBERT
Supervising Member

10-18-08
DATE

11/12/08
DATE


ANGELA McNAIR
Enforcement Attorney

10/22/08
DATE

2008 OCT 22 A 10:23

STATE MEDICAL BOARD

**SUPERSEDING STEP I
CONSENT AGREEMENT
BETWEEN
WILLIAM L. HOPPES, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

STATE MEDICAL BOARD
201 JUN 27 AM 11:01

This Consent Agreement is entered into by and between William L. Hoppes, M.D., [Dr. Hoppes], and the State Medical Board of Ohio [the Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Hoppes 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 violations of Section 4731.22(B)(26), Ohio Revised Code, "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)(15), Ohio Revised Code, "[v]iolation of the conditions of limitation placed by the board upon a certificate to practice."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(15) and (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. Hoppes admits that his license to practice medicine and surgery in the State of Ohio, License # 35-028452, was suspended pursuant to the terms of the Step I Consent Agreement Between William L. Hoppes, M.D., and the State Medical Board of Ohio that became effective on May 10, 2006, [May 2006 Step I Consent Agreement], and subsequently pursuant to the terms of a superseding Step I Consent Agreement Between William L. Hoppes., M.D., and the State Medical Board of Ohio that became effective on September 13, 2006, [September 2006 Step I Consent Agreement], copies of which are attached hereto and incorporated herein. Dr. Hoppes

further admits that his certificate to practice medicine and surgery in the State of Ohio remains suspended to date.

- D. Dr. Hoppes states that he is not licensed to practice medicine and surgery in any other state or jurisdiction.
- E. Dr. Hoppes admits that contemporaneous with the time he entered into the September 2006 Step I Consent agreement, he entered inpatient treatment at Shepherd Hill, a board-approved treatment provider. Dr. Hoppes further admits that on or about November 10, 2006, Shepherd Hill permitted Dr. Hoppes to take a therapeutic leave prior to his final discharge. Dr. Hoppes admits that he relapsed on vodka while he was home on his therapeutic leave, and that he returned to Shepherd Hill and reported his relapse. Dr. Hoppes further admits that Dr. Richard Whitney, Medical Director of Shepherd Hill recommended long term treatment. Dr. Hoppes admits that he left the Shepherd Hill campus on or about November 16, 2006, to consider his options. He was officially discharged from Shepherd Hill, treatment incomplete, on or about November 20, 2006, the same day that entered treatment at Glenbeigh Hospital and Outpatient Centers [Glenbeigh], a Board-approved treatment provider in Rock Creek, Ohio. Dr. Hoppes admits that after his November 2006 relapse, he completed a minimum of 28 days of inpatient treatment and was discharged from Glenbeigh, treatment complete, on or about December 15, 2006.

Dr. Hoppes admits that his failure to abstain from the consumption of alcohol constitutes a violation of the requirement set forth in Paragraph 3 of the September 2006 Step I Consent Agreement, which mandates that Dr. Hoppes shall abstain completely from the use of alcohol.

Dr. Hoppes acknowledges that due to his failure to maintain sobriety for at least one year following his treatment at Shepherd Hill he was obligated to again successfully complete the required inpatient treatment, to include at least twenty-eight days of residential treatment for chemical dependence at a Board-approved treatment provider, pursuant to Rule 4731-16-02(B)(4), Ohio Administrative Code.

Dr. Hoppes further admits that he has not been engaged in the practice of medicine since February 2006.

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. Hoppes knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

1. **PERMANENT REVOCATION, STAYED; SUSPENSION:** The certificate of William L. Hoppes, M.D., to practice medicine and surgery in the State of Ohio shall be PERMANENTLY REVOKED. Such revocation is STAYED, and Dr. Hoppes' certificate shall be SUSPENDED for an indefinite period of time, but not less than three years from the effective date of this Superseding Step I Consent Agreement. The previous suspension of Dr. Hoppes' certificate to practice medicine and surgery in the State of Ohio for an indefinite period of time, but not less than one year, stemming from the September 2006 Step I Consent Agreement, is hereby terminated upon the effective date of the instant Superseding Step I Consent Agreement.

Sobriety

2. Dr. Hoppes 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 Dr. Hoppes' history of chemical dependency.
3. Dr. Hoppes shall abstain completely from the use of alcohol.

Releases; Quarterly Declarations and Appearances

4. Dr. Hoppes 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. Hoppes' 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. 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. Hoppes 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.
5. Dr. Hoppes 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 September 2006 Step I Consent Agreement with the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.

6. Dr. Hoppes 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 September 2006 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.

Drug & Alcohol Screens; Supervising Physician

7. Dr. Hoppes shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Hoppes 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.

Dr. Hoppes shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

Dr. Hoppes and the Board agree that the person or entity previously approved by the Board to serve as Dr. Hoppes' supervising physician pursuant to the September 2006 Step I Consent Agreement is hereby approved to continue as Dr. Hoppes' designated supervising physician under this Consent Agreement, unless within thirty days of the effective date of this Consent Agreement, Dr. Hoppes submits to the Board for its prior approval the name and curriculum vitae of an alternative supervising physician to whom Dr. Hoppes shall submit the required urine specimens. In approving an individual to serve in this capacity, the Board will give preference to a physician who practices in the same locale as Dr. Hoppes. Dr. Hoppes and the supervising physician shall ensure 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, the supervising physician shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

The Board expressly reserves the right to disapprove any person or entity proposed to serve as Dr. Hoppes' designated supervising physician, or to withdraw approval of any person or entity previously approved to serve as Dr. Hoppes' designated supervising physician, in the event that the Secretary and Supervising Member of the Board determine that any such supervising physician has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

Dr. Hoppes shall ensure that the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, as set forth in the materials provided by the Board to the supervising physician, 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 or her responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, Dr. Hoppes must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Hoppes shall further ensure that the previously designated supervising physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

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 Dr. Hoppes' quarterly declaration. It is Dr. Hoppes' responsibility to ensure that reports are timely submitted.

8. The Board retains the right to require, and Dr. Hoppes agrees to submit, blood or urine specimens for analysis at Dr. Hoppes' expense upon the Board's request and without prior notice.

Rehabilitation Program

9. Dr. Hoppes 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. Hoppes shall submit acceptable documentary evidence of continuing compliance with this program which must be received in the Board's offices no later than the due date for Dr. Hoppes' quarterly declarations.

CONDITIONS FOR REINSTATEMENT

10. The Board shall not consider reinstatement of Dr. Hoppes' certificate to practice medicine and surgery until all of the following conditions are met:
 - a. Dr. Hoppes shall submit an application for reinstatement, accompanied by appropriate fees, if any.
 - b. Dr. Hoppes 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. Hoppes has successfully completed any required inpatient treatment, including a minimum of twenty-eight days of inpatient or residential treatment for chemical dependence, as set forth in Rules 4731-16-02(B)(4) and 4731-16-08(A)(13), Ohio Administrative Code.
- ii. Evidence of continuing full compliance with 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. Three written reports indicating that Dr. Hoppes' 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 based upon examinations occurring within the ninety days immediately preceding any application for reinstatement pursuant to Paragraph 10.a. above, and shall be made by individuals or providers approved by the Board for making such assessments and shall describe the basis for this determination, as specified below:

Two 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 have been approved in advance by the Board, each of whom shall conduct an examination of Dr. Hoppes regarding his chemical dependency status. Prior to the examination, Dr. Hoppes shall provide the physicians with copies of patient records from any evaluations and/or treatment that he has received, a copy of this Consent Agreement, and any other information that he or the Board deems may be appropriate or helpful to the evaluating physician. The reports from the evaluating physicians shall include the physician's diagnosis and conclusions; any recommendations for care, counseling, and treatment for the chemical dependence; any conditions, restrictions, or limitations that should be imposed on Dr. Hoppes' practice; and the basis for the physician's determinations.

One report shall be made by a psychiatrist approved in advance by the Board, who shall conduct an examination of Dr. Hoppes regarding his psychiatric status. Prior to the examination, Dr. Hoppes shall provide the psychiatrist with copies of patient records from any evaluations and/or treatment that he has received, a copy of this Consent Agreement, and any

other information that he or the Board deems may be appropriate or helpful to the evaluating psychiatrist. The report from the evaluating psychiatrist shall include the psychiatrist's diagnosis and conclusions; any recommendations for care, counseling, and treatment for the psychiatric diagnosis; any conditions, restrictions, or limitations that should be imposed on Dr. Hoppes' practice; and the basis for the psychiatrist'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.

- c. Dr. Hoppes shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Hoppes are unable to agree on the terms of a written Consent Agreement, then Dr. Hoppes 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.

Further, upon reinstatement of Dr. Hoppes' certificate to practice 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. Hoppes 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. Hoppes has maintained sobriety.

11. Prior to submitting his application for reinstatement, and pursuant to Section 4731.222, Ohio Revised Code, the Board requires that Dr. Hoppes shall take and pass the SPEX examination to assess his clinical competency and fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

12. Within thirty days of the effective date of this Consent Agreement, Dr. Hoppes 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 any professional license. Dr. Hoppes 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 any professional license or reinstatement of any professional license. Further, Dr. Hoppes shall

provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

13. Within thirty days of the effective date of this Consent Agreement, Dr. Hoppes shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Hoppes shall 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.
14. Dr. Hoppes shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Hoppes chemical dependency treatment or monitoring.

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Hoppes 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. Hoppes 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. Hoppes 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, and may be reported to appropriate organizations, data banks, and governmental bodies. Dr. Hoppes agrees to provide his social security number to the Board and hereby authorizes the Board to utilize that number in conjunction with that reporting.

The September 2006 Step I Consent Agreement shall be terminated upon the last date of signature below, concurrent with this Consent Agreement becoming effective. Further, this Consent Agreement, upon becoming effective, shall contain the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Consent Agreement.

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.


WILLIAM L. HOPPES, M.D.


LANCE A. TALMAGE, M.D.
Secretary

6/11/07
DATE

7-11-07
DATE


RANDOLPH L. SNOW, ESQ.
Attorney for Dr. Hoppes


RAYMOND J. ALBERT
Supervising Member

6-20-07
DATE

7/11/07
DATE


ANGELA M. SCOTT
Enforcement Attorney

6/28/07
DATE

**SEPTEMBER 2006 STEP I
CONSENT AGREEMENT
BETWEEN
WILLIAM L. HOPPES, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between William L. Hoppes, M.D., [Dr. Hoppes], and the State Medical Board of Ohio [the Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Hoppes 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 violations of Section 4731.22(B)(26), Ohio Revised Code, "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)(15), Ohio Revised Code, "[v]iolation of the conditions of limitation placed by the board upon a certificate to practice."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(15) and (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. Hoppes admits that his license to practice medicine and surgery in the State of Ohio, License # 35-028452, was suspended pursuant to the terms of the Step I Consent Agreement Between William L. Hoppes, M.D., and The State Medical Board of Ohio that became effective on May 10, 2006, [May 2006 Step I Consent Agreement], a copy of which is attached hereto and incorporated herein. Dr. Hoppes further admits that his certificate to practice medicine and surgery in the State of Ohio remains suspended to date.

OHIO STATE MEDICAL BOARD

SEP 08 2006

- D. Dr. Hoppes states that he is not licensed to practice medicine and surgery in any other state or jurisdiction.
- E. Dr. Hoppes admits that because he relapsed on alcohol, on or about March 27, 2006, he obtained an assessment and entered treatment for chemical dependence at Glenbeigh Hospital and Outpatient Centers [Glenbeigh], a Board-approved treatment provider in Rock Creek, Ohio. Dr. Hoppes admits that his drug of choice is alcohol, and that he completed 28 days of inpatient treatment and was discharged, treatment complete, on or about April 25, 2006.

Dr. Hoppes admits that upon completing treatment he agreed to enter into a Step I Consent Agreement with the Board. Dr. Hoppes further admits that on May 8, 2006, he signed the May 2006 Step I Consent Agreement and returned it to the Board's offices for ratification at the Board meeting scheduled for May 10, 2006. Dr. Hoppes admits that on or between May 8, 2006, and May 9, 2006, he again relapsed on alcohol. Dr. Hoppes further admits that on or about May 9, 2006, after submitting a breath sample that revealed a 0.193 BAC., he was citing for driving while under the influence of alcohol or drugs [OVI], in violation of 4511.19(A)(1)(h), Ohio Revised Code.

Dr. Hoppes admits that, despite his obligation to self-report any relapse he experiences, he failed to notify the Board of his relapse before his May 2006 Step I Consent Agreement was ratified at its May 2006 meeting. Dr. Hoppes further admits that he continued to drink alcohol and that he never self-reported his relapse. Dr. Hoppes admits that he continued his alcohol consumption even while he was being monitored by the Board according to his May 2006 Step I Consent Agreement.

Dr. Hoppes further admits that on or about June 28, 2006, his supervising physician, Victoria Sanelli, M.D., requested that he produce a urine screen. Dr. Hoppes admits that he claimed that he did not have transportation to the screening site, however, upon Dr. Sanelli's insistence, he agreed to submit a urine sample. Dr. Hoppes admits that he subsequently called Dr. Sanelli to explain to her that although he was at the screening site, he had in fact been drinking and wanted to know if he should still submit to the screening. Dr. Hoppes further admits that based upon his admission that he had relapsed, Dr. Sanelli indicated that he did not have to take the test, as his confession was sufficient to establish that he had violated the terms of his aftercare contract and Consent Agreement with the Board. Dr. Hoppes further admits that upon discovering his relapse, Dr. Sanelli recommended that Dr. Hoppes enter residential treatment for chemical dependence for a period of not less than 90 days.

Dr. Hoppes admits that his failures to abstain from the consumption of alcohol constitute violations of the requirement set forth in paragraph 3 of the May 2006 Step I Consent Agreement, which mandates that Dr. Hoppes shall abstain completely from the use of alcohol.

Dr. Hoppes acknowledges that due to his failure to maintain sobriety for at least one year following his aforementioned April 25, 2006, discharge from Glenbeigh, he is required to again successfully complete any required inpatient treatment, to include at least twenty-eight consecutive days of residential treatment for chemical dependence, at a Board-approved treatment provider, pursuant to Rule 4731-16-02(B)(4), Ohio Administrative Code.

Dr. Hoppes further admits that he has not been engaged in the practice of medicine since February 2006.

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. Hoppes knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

SUSPENSION OF CERTIFICATE

1. The suspension of Dr. Hoppes' certificate to practice medicine and surgery in the State of Ohio for an indefinite period of time, but not less than ninety days, stemming from the May 2006 Step I Consent Agreement, is hereby terminated upon the effective date of the instant September 2006 Step I Consent Agreement. Further, Dr. Hoppes' certificate to practice medicine and surgery in the State of Ohio shall be suspended for an indefinite period of time, but not less than one year from the effective date of this September 2006 Step I Consent Agreement.

Sobriety

2. Dr. Hoppes 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 Dr. Hoppes' history of chemical dependency.
3. Dr. Hoppes shall abstain completely from the use of alcohol.

Releases; Quarterly Declarations and Appearances

4. Dr. Hoppes 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. Hoppes' 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. The above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section

OHIO STATE MEDICAL BOARD

SEP 08 2006

149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Hoppes 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.

5. Dr. Hoppes 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 May 2006 Step I Consent Agreement with the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
6. Dr. Hoppes 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 May 2006 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.

Drug & Alcohol Screens; Supervising Physician

7. Dr. Hoppes shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Hoppes 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.

Dr. Hoppes shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

Dr. Hoppes and the Board agree that the person or entity previously approved by the Board to serve as Dr. Hoppes' supervising physician pursuant to the May 2006 Step I Consent Agreement is hereby approved to continue as Dr. Hoppes' designated supervising physician under this Consent Agreement, unless within thirty days of the effective date of this Consent Agreement, Dr. Hoppes submits to the Board for its prior approval the name and curriculum vitae of an alternative supervising physician to whom Dr. Hoppes shall submit the required urine specimens. In approving an individual to serve in this capacity, the Board will give preference to a physician who practices in the same locale as Dr. Hoppes. Dr. Hoppes and the supervising physician shall ensure 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, the supervising physician shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

The Board expressly reserves the right to disapprove any person or entity proposed to serve as Dr. Hoppes' designated supervising physician, or to withdraw approval of any person or entity previously approved to serve as Dr. Hoppes' designated supervising physician, in the event that the Secretary and Supervising Member of the Board determine that any such supervising physician has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

Dr. Hoppes shall ensure that the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, as set forth in the materials provided by the Board to the supervising physician, 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 or her responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, Dr. Hoppes must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Hoppes shall further ensure that the previously designated supervising physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

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 Dr. Hoppes' quarterly declaration. It is Dr. Hoppes' responsibility to ensure that reports are timely submitted.

8. The Board retains the right to require, and Dr. Hoppes agrees to submit, blood or urine specimens for analysis at Dr. Hoppes' expense upon the Board's request and without prior notice.

Rehabilitation Program

9. Within thirty days of the effective date of this Consent Agreement, Dr. Hoppes 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. Hoppes shall submit acceptable documentary evidence of continuing compliance with this program which must be received in the Board's offices no later than the due date for Dr. Hoppes' quarterly declarations.

CONDITIONS FOR REINSTATEMENT

10. The Board shall not consider reinstatement of Dr. Hoppes' certificate to practice medicine and surgery until all of the following conditions are met:
- a. Dr. Hoppes shall submit an application for reinstatement, accompanied by appropriate fees, if any.
 - b. Dr. Hoppes 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. Hoppes has successfully completed any required inpatient treatment, including a minimum of twenty-eight days of inpatient or residential treatment for chemical dependence, as set forth in Rules 4731-16-02(B)(4) and 4731-16-08(A)(13), Ohio Administrative Code.
 - ii. Evidence of continuing full compliance with 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. Three written reports indicating that Dr. Hoppes' 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 based upon examinations occurring within the ninety days immediately preceding any application for reinstatement pursuant to Paragraph 10.a. above, and shall be made by individuals or providers approved by the Board for making such assessments and shall describe the basis for this determination, as specified below:

Two 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 have been approved in advance by the Board, each of whom shall conduct an examination of Dr. Hoppes regarding his chemical dependency status. Prior to the examination, Dr. Hoppes shall provide the physicians with copies of patient records from any evaluations

and/or treatment that he has received, a copy of this Consent Agreement, and any other information that he or the Board deems may be appropriate or helpful to the evaluating physician. The reports from the evaluating physicians shall include the physician's diagnosis and conclusions; any recommendations for care, counseling, and treatment for the chemical dependence; any conditions, restrictions, or limitations that should be imposed on Dr. Hoppes' practice; and the basis for the physician's determinations.

One report shall be made by a psychiatrist approved in advance by the Board, who shall conduct an examination of Dr. Hoppes regarding his psychiatric status. Prior to the examination, Dr. Hoppes shall provide the psychiatrist with copies of patient records from any evaluations and/or treatment that he has received, a copy of this Consent Agreement, and any other information that he or the Board deems may be appropriate or helpful to the evaluating psychiatrist. The report from the evaluating psychiatrist shall include the psychiatrist's diagnosis and conclusions; any recommendations for care, counseling, and treatment for the psychiatric diagnosis; any conditions, restrictions, or limitations that should be imposed on Dr. Hoppes' practice; and the basis for the psychiatrist'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.

- c. Dr. Hoppes shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Hoppes are unable to agree on the terms of a written Consent Agreement, then Dr. Hoppes 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.

Further, upon reinstatement of Dr. Hoppes' certificate to practice 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. Hoppes 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. Hoppes has maintained sobriety.

11. In the event that Dr. Hoppes has not been engaged in the active practice of 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. Hoppes' fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

12. Within thirty days of the effective date of this Consent Agreement, Dr. Hoppes 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 any professional license. Dr. Hoppes 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 any professional license or reinstatement of any professional license. Further, Dr. Hoppes shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
13. Within thirty days of the effective date of this Consent Agreement, Dr. Hoppes shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Hoppes shall 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.
14. Dr. Hoppes shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Hoppes chemical dependency treatment or monitoring.

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Hoppes 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. Hoppes 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.

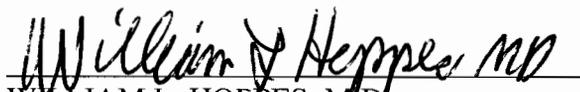
Dr. Hoppes hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

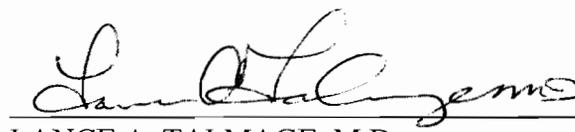
This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code, and may be reported to appropriate organizations, data banks, and governmental bodies. Dr. Hoppes agrees to provide his social security number to the Board and hereby authorizes the Board to utilize that number in conjunction with that reporting.

The May 2006 Step I Consent Agreement shall be terminated upon the last date of signature below, concurrent with this Consent Agreement becoming effective. Further, this Consent Agreement, upon becoming effective, shall contain the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Consent Agreement.

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.


WILLIAM L. HOPPES, M.D.


LANCE A. TALMAGE, M.D.
Secretary

8/31/06
DATE

9-13-06
DATE

OHIO STATE MEDICAL BOARD

SEP 08 2006

Randolph L. Snow
RANDOLPH L. SNOW, ESQ.
Attorney for Dr. Hoppes

Sept 8, 2006
DATE

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

9/13/06
DATE

Angela M. Scott
ANGELA M. SCOTT
Enforcement Attorney

09/12/06
DATE

**STEP I
CONSENT AGREEMENT
BETWEEN
WILLIAM L. HOPPES, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between William L. Hoppes, M.D. [Dr. Hoppes], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Hoppes 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)(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 Board 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 E-F 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, including but not limited to violations based on any methods used by Dr. Hoppes to obtain Ultram, Klonopin, or any other drugs of abuse for self-use other than through the legitimate prescribing by a treating physician so authorized by law.
- C. Dr. Hoppes is licensed to practice medicine and surgery in the State of Ohio, License # 35-028452.
- D. Dr. Hoppes states that he is not licensed to practice medicine and surgery in any other state or jurisdiction.

OHIO STATE MEDICAL BOARD

MAY 09 2006

- E. Dr. Hoppes admits that on or about February 14, 2006, after giving a lecture at Altman Hospital, he left the hospital and drank vodka to celebrate an excellent lecture. Dr. Hoppes further admits that he was later advised by another physician to self-report to the Board, and that on or about March 7, 2006, Dr. Hoppes contacted a Board representative who recommended he seek an evaluation for treatment. Dr. Hoppes further admits that on or about March 27, 2006, he obtained an assessment and entered treatment for chemical dependence at Glenbeigh Hospital and Outpatient Centers [Glenbeigh], a Board-approved treatment provider in Rock Creek, Ohio. Dr. Hoppes further admits that his drug of choice is alcohol, and that he completed 28 days of inpatient treatment and was discharged, treatment complete, on or about April 25, 2006.

Dr. Hoppes admits that although he did not self-report his relapse to the Board until on or about March 7, 2006, he had relapsed on alcohol during or about November 2005. Dr. Hoppes further admits that since November 2005, he has bought multiple bottles of vodka at a time and would go on binges that lasted anywhere from one to five days.

Dr. Hoppes further admits that he has been diagnosed with depression, for which he has been prescribed Remeron. Dr. Hoppes additionally admits that he has taken daily doses of Ultram for the last eight years, although he did not initially share this information with his evaluation counselor at Glenbeigh. Further, Dr. Hoppes admits that he has had Klonopin prescribed to him, but insists that he would only take it at bedtime. Dr. Hoppes specifically asserts that he has never taken more than the prescribed dose of Klonopin.

- F. Dr. Hoppes admits that for approximately one year prior to November 2001, he was drinking up to one-half of a 26 ounce bottle of vodka on a daily basis. Dr. Hoppes further admits that this conduct led to his initial treatment for chemical dependence during or about November 2001 at St. Thomas Ignatia Hall, a Board-approved treatment provider. Dr. Hoppes states that after completing inpatient treatment of not less than 28 days, he participated in aftercare, including AA meetings and random urine screens, until at least February 2003. Dr. Hoppes further admits that although he initially stated that he remained sober for a full year after his treatment at Ignatia Hall, he subsequently indicated that he may have had a glass of wine within the first year following his discharge from such treatment.

Dr. Hoppes admits that in May 2004, while at the Indy 500, he drank one beer while seeking refuge in a woman's restroom during a tornado. Dr. Hoppes further admits that he told the people in his A.A. group, but did not reveal his conduct to anyone else.

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. Hoppes knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Hoppes to practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 90 days.

Sobriety

2. Dr. Hoppes 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 Dr. Hoppes' history of chemical dependency.
3. Dr. Hoppes shall abstain completely from the use of alcohol.

Releases; Quarterly Declarations and Appearances

4. Dr. Hoppes 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. Hoppes' chemical dependency or related conditions, treatment or evaluation for any medical condition for which Dr. Hoppes is prescribed any drug of potential abuse, 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. 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. Hoppes 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.
5. Dr. Hoppes 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, provided that if the effective date is on or after the sixteenth 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.
6. Dr. Hoppes 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; Supervising Physician

7. Dr. Hoppes shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Hoppes 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.

Dr. Hoppes shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

Within thirty days of the effective date of this Consent Agreement, Dr. Hoppes shall submit to the Board for its prior approval the name of a supervising physician to whom Dr. Hoppes shall submit the required urine specimens. In approving an individual to serve in this capacity, the Board will give preference to a physician who practices in the same locale as Dr. Hoppes. Dr. Hoppes and the supervising physician shall ensure 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, the supervising physician shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Hoppes shall ensure that the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, as set forth in the materials provided by the Board to the supervising physician, 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 or her responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, Dr. Hoppes must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Hoppes shall further ensure that the previously designated supervising physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

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 Dr. Hoppes' quarterly declaration. It is Dr. Hoppes' responsibility to ensure that reports are timely submitted.

8. The Board retains the right to require, and Dr. Hoppes agrees to submit, blood or urine specimens for analysis at Dr. Hoppes' expense upon the Board's request and without prior notice.

Rehabilitation Program

9. Within thirty days of the effective date of this Consent Agreement, Dr. Hoppes 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. Hoppes shall submit acceptable documentary evidence of continuing compliance with this program which must be received in the Board's offices no later than the due date for Dr. Hoppes' quarterly declarations.

CONDITIONS FOR REINSTATEMENT

10. The Board shall not consider reinstatement of Dr. Hoppes' certificate to practice medicine and surgery until all of the following conditions are met:
 - a. Dr. Hoppes shall submit an application for reinstatement, accompanied by appropriate fees, if any.
 - b. Dr. Hoppes 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. Hoppes has successfully completed any required inpatient treatment.
 - ii. Evidence of continuing full compliance with 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.
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Two 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. Hoppes. Prior to the assessments, Dr. Hoppes 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. Hoppes, and any conditions, restrictions, or limitations that should be imposed on Dr. Hoppes' practice. The reports shall also describe the basis for the evaluator's determinations.

One report shall be made by a psychiatrist, approved in advance by the Board, who shall conduct a psychiatric examination of Dr. Hoppes. Prior to the examination, Dr. Hoppes shall provide the psychiatrist with copies of patient records from any prior evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The report from the evaluating psychiatrist shall include the psychiatrist's diagnoses and conclusions; any recommendations for care, counseling, and treatment for the psychiatric diagnoses; any conditions, restrictions, or limitations that should be imposed on Dr. Hoppes' practice; and the basis for the psychiatrist'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.

- c. Dr. Hoppes shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Hoppes are unable to agree on the terms of a written Consent Agreement, then Dr. Hoppes 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.

Further, upon reinstatement of Dr. Hoppes' certificate to practice 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. Hoppes 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. Hoppes has maintained sobriety.

11. In the event that Dr. Hoppes has not been engaged in the active practice of 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. Hoppes' fitness to resume practice.

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The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Hoppes 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.

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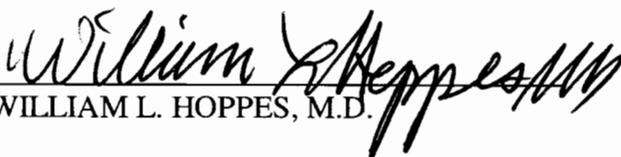
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This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Hoppes acknowledges 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

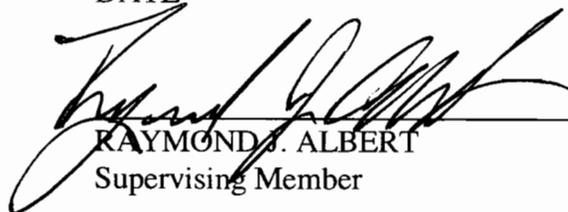
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WILLIAM L. HOPPES, M.D.


LANCE A. TALMAGE, M.D.
Secretary

5/8/06
DATE

5-10-06
DATE


RAYMOND J. ALBERT
Supervising Member

5/10/06
DATE


ANGELA M. SCOTT
Enforcement Attorney

05/09/06
DATE