

**CONSENT AGREEMENT
BETWEEN
DWIGHT KEITH CARSON, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Carson 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 a violation of Section 4731.22(B)(10), Ohio Revised Code, for "commission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(10), Ohio Revised Code, to wit: Forgery, Section 2913.31, 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 Consent Agreement.
- C. Dr. Carson is licensed to practice medicine and surgery in the State of Ohio, license number 35.050003.
- D. Dr. Carson states that he is also licensed to practice medicine and surgery in the State of North Carolina.
- E. Dr. Carson admits that on or about June 19, 2009, he prepared a return to work slip for a family member. Dr. Carson acknowledges that he prepared this return to work slip without examining or treating the family member. Dr. Carson further admits that he altered the return to work slip so as to remove any reference that the location of the

physician's office was within Ohio. Dr. Carson acknowledges doing this as the family member on whose behalf the return to work slip was prepared did not reside in Ohio. Dr. Carson further admits that he used a return to work slip which had another physician's name printed on it. Dr. Carson further admits that in preparing this return to work slip, he signed the aforementioned physician's name to the document without said physician's knowledge and consent.

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

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Carson to practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for a period of 60 days. Such suspension shall commence upon the effective date of this Consent Agreement.

INTERIM PROVISIONS

2. During the period that Dr. Carson's certificate to practice medicine and surgery in Ohio is suspended, Dr. Carson shall comply with the following terms, conditions, and limitations:
 - a. Dr. Carson shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.

Quarterly Declarations and Appearances

- b. Dr. Carson 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 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.
- c. Dr. Carson 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, and in conjunction with any future request for release from this Consent Agreement, and/or as otherwise requested by the Board, except that subsequent personal appearances which would routinely occur every three months throughout the duration of Dr. Carson's probationary period shall be

waived by the Board provided that Dr. Carson is otherwise in full compliance with this Consent Agreement. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.

Required Reporting by Licensee

- d. Within thirty days of the effective date of this Consent Agreement, Dr. Carson 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. Carson 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. Carson 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. Carson shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Carson 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.
- e. Within thirty days of the effective date of this Consent Agreement, Dr. Carson 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. Carson 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. Carson 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

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Carson 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. Carson has violated any term, condition or limitation of this Consent Agreement, Dr. Carson 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. Carson shall not request termination of this Consent Agreement for a minimum of three years. In addition, Dr. Carson shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year, except that Dr. Carson may make such request with the 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. Carson, 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. Carson and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Carson 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.

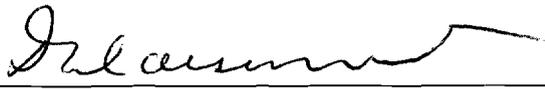
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Carson 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. Carson 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.



DWIGHT KEITH CARSON, M.D.



LANCE A. TALMAGE, M.D.
Secretary

4/23/10

DATE

5-12-10

DATE



KENNETH F. SEMINATORE
Attorney for Dr. Carson



RAYMOND J. ALBERT *by authorization*
Supervising Member

April 19, 2010

DATE

May 12, 2010

DATE



SHELDON R. SAFKO
Enforcement Attorney

May 3, 2010

DATE