

**CONSENT AGREEMENT
BETWEEN
RICHARD W. HERTLE, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Hertle 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)(26), Ohio Revised Code, for “impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice;” and/or Section 4731.22(B)(19), Ohio Revised Code, for “[i]nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(19) and (B)(26), Ohio Revised Code, as set forth in Paragraphs E and 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 Consent Agreement.
- C. Dr. Hertle admits that he was initially licensed to practice medicine in Ohio, license number 35.052179, on or about July 1, 1985; that he subsequently applied for and was granted restoration of his certificate effective June 28, 2002; and that such restored certificate lapsed for non-renewal on or about October 1, 2004. Dr. Hertle further admits that he is again seeking restoration of his certificate at this time.

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- D. Dr. Hertle states that he holds an active license to practice medicine and surgery in the Commonwealth of Pennsylvania and inactive licenses to practice medicine and surgery in the States of Massachusetts and New Jersey.
- E. Dr. Hertle admits that in or about 1994, he was self-prescribing Percocet for approximately six months. Dr. Hertle further admits that consequently, he entered into an intensive outpatient treatment program with an addictionologist in Pennsylvania. Dr. Hertle further admits that subsequently, he was monitored by the Physicians' Health Program, a program of The Foundation of the Pennsylvania Medical Society [PHP] from in or about October 1995 to October 1998, when he completed the PHP monitoring agreement. Dr. Hertle further admits that in or about August 2008, he relapsed into opioid usage by consuming as many as three Percocets a day until in or about January 2009, when he was confronted by his department chairman. Dr. Hertle further admits that he entered into inpatient treatment Marworth Treatment Center, a Board-approved treatment provider, in Waverly, Pennsylvania, on or about March 22, 2009, and was discharged treatment complete on or about May 19, 2009, with discharge diagnoses including Opioid Dependence and Major Depressive Disorder, recurrent, in full remission.

Dr. Hertle states that he has been sober since March 22, 2009, that he attends at least three AA meetings and one Caduceus meeting a week; receives weekly individual counseling and weekly physician group therapy; and submits to random toxicology testing four times a month, with one testing to also include an ethyl glucuronide screening. Dr. Hertle further states that for at least a year before entering treatment at Marworth, he received treatment from a psychiatrist on a monthly basis for medication management and received treatment with a therapist every other week.

- F. Dr. Hertle further admits that he was evaluated by Joseph Pierri, M.S., M.D., his former treating psychiatrist, at the Board's request, and that Dr. Pierri submitted a report to the Board on or about November 5, 2010, indicating that Dr. Hertle has been Dr. Pierri's patient from January 2008 through June 2010; that Dr. Hertle's ability to practice medicine and surgery has been assessed and he has been found capable of practicing according to acceptable and prevailing standards of care, subject to certain conditions; that his diagnoses are Major Depressive Disorder, Moderate, Recurrent in remission, Anxiety Disorder, Not Otherwise Specified, in remission and Opiate Dependence, in remission; that his treatment plan includes outpatient pharmacotherapy and weekly psychotherapy; that he had been compliant with his treatment plan; that he recommended that he continue outpatient psychiatric care, both pharmacotherapy and psychotherapy, as well as an ongoing recovery program for physicians with a history of drug dependence; and that prior to his discharge, Dr. Hertle arranged for the recommended treatment resources, including maintenance pharmacotherapy and psychotherapy as well as all the components of his drug

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dependence recovery program in Akron, Ohio. Further, Dr. Hertle states that he has remained compliant with this treatment plan.

- G. Dr. Hertle states and the Board acknowledges receipt of information to support that he has remained compliant with the terms of an Aftercare contract with St. Thomas Hospital, a Board-approved treatment provider in Akron, Ohio, which is effective from October 21, 2010 to at least October 21, 2012. Further, Dr. Hertle states and the Board acknowledges receipt of information to support that he remained compliant with the terms of his PHP monitoring agreement which is effective from on or about May 19, 2009, to May 19, 2014; with the terms of his PHP interstate agreement which is effective from on or about June 15, 2010 to May 19, 2014, and with the terms of his advocacy contract with the Ohio Physician Health Program [OPHP] which is effective from on or about May 12, 2010, to May 12, 2015.

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. Hertle's certificate to practice medicine and surgery in Ohio shall be RESTORED, provided he otherwise meets all statutory and regulatory requirements, and upon receipt of all necessary and appropriate documentation. Further, Dr. Hertle knowingly and voluntarily agrees with the Board that said certificate to practice medicine and surgery shall be subject to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Hertle shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Hertle 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.
3. Dr. Hertle 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.
4. Dr. Hertle shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed. Further, the Secretary and Supervising

Member of the Board shall have the discretion to grant a waiver of part or all of the probationary terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Hertle resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Hertle may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Hertle is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

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

MONITORING OF REHABILITATION AND TREATMENT

Drug Associated Restrictions

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

Sobriety

8. Dr. Hertle shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Hertle's history of chemical dependency and psychiatric condition. Further, in the event that Dr. Hertle is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Hertle shall notify the Board in writing within seven days, providing

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the Board with the identity of the prescriber; the name of the drug Dr. Hertle received; the medical purpose for which he received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to him, Dr. Hertle shall provide the Board with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.

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

Drug and Alcohol Screens/Drug Testing Facility and Collection Site

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

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

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

Dr. Hertle shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Hertle shall be negative, except for those substances prescribed, administered, or dispensed to him in conformance with the terms, conditions and limitations set forth in this Consent

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Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

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

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

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

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

Dr. Hertle acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the Secretary and Supervising Member of the Board determine that the drug testing

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facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

11. Dr. Hertle and the Board agree that it is the intent of this Consent Agreement that Dr. Hertle shall submit his urine specimens to the Board-approved drug testing facility and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Hertle, as determined in the sole discretion of the Board, then subject to the following requirements, the Board may approve an alternate drug testing facility and/or collection site, or a supervising physician, to facilitate the urine screening process for Dr. Hertle:
 - a. Within thirty days of the date upon which Dr. Hertle is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Hertle, he shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Hertle shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Hertle's residence or employment location, or to a physician who practices in the same locale as Dr. Hertle. Dr. Hertle shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Hertle acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.
 - b. Dr. Hertle shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.
 - c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Hertle must immediately notify the Board in writing. Dr. Hertle shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in his urine screening process, upon the

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previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Hertle shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Hertle.

- d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Hertle's designated alternate drug testing facility and/or collection site, or any person proposed to serve as his supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.
12. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Hertle's quarterly declaration. It is Dr. Hertle's responsibility to ensure that reports are timely submitted.
13. The Board retains the right to require, and Dr. Hertle agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Hertle, or for any other purpose, at Dr. Hertle's expense upon the Board's request and without prior notice. Dr. Hertle's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

Mental Health Treatment

14. Within thirty days of the effective date of this Consent Agreement, Dr. Hertle shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the Board, Dr. Hertle shall undergo and continue psychiatric treatment for medication management at least monthly, coupled with individual psychotherapy, at least every two weeks, or as otherwise directed by the Board. Dr. Hertle shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered. Dr. Hertle shall ensure that psychiatric reports are forwarded by his treating psychiatrist to the Board on a quarterly basis, or as otherwise directed by the Board. The psychiatric reports shall contain information describing Dr. Hertle's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Hertle's compliance with his

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treatment plan; Dr. Hertle's mental status; Dr. Hertle's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Hertle shall ensure that his treating psychiatrist immediately notifies the Board of his failure to comply with his psychiatric treatment plan and/or any determination that Dr. Hertle is unable to practice due to his psychiatric disorder. It is Dr. Hertle's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Hertle's quarterly declaration.

The psychotherapy required as part of Dr. Hertle's psychiatric treatment pursuant to this paragraph may be delegated by Dr. Hertle's treating psychiatrist to an appropriately licensed mental health professional approved in advance by the Board, so long as Dr. Hertle's treating psychiatrist oversees/supervises such psychotherapy; includes information concerning Dr. Hertle's participation and progress in psychotherapy in his or her quarterly reports; and continues to meet personally with Dr. Hertle at least monthly. Should the psychotherapy required pursuant to this provision be delegated to a licensed mental health professional, Dr. Hertle shall ensure that psychotherapy reports are forwarded by his treating licensed mental health professional to the Board on a quarterly basis, or as otherwise directed by the Board. The psychotherapy reports shall contain information describing Dr. Hertle's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Hertle's compliance with his treatment plan; Dr. Hertle's mental status; Dr. Hertle's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Hertle shall ensure that his treating licensed mental health professional immediately notifies the Board of his failure to comply with his psychotherapy treatment plan and/or any determination that Dr. Hertle is unable to practice due to his psychiatric disorder. These psychotherapy reports shall be in addition to the reports submitted by Dr. Hertle's treating psychiatrist. It is Dr. Hertle's responsibility to ensure that all quarterly reports are received in the Board's offices no later than the due date for Dr. Hertle's quarterly declaration.

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

The Board expressly reserves the right to disapprove any psychiatrist proposed to serve as Dr. Hertle's designated treating psychiatrist and/or any licensed

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

Monitoring Physician

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

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

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

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

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

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Rehabilitation Program

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

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

Aftercare

17. Dr. Hertle shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.
18. Dr. Hertle shall maintain continued compliance with the terms of the aftercare contract entered into with a Board-approved treatment provider, provided that, where terms of the aftercare contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Releases

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

Required Reporting by Licensee

20. Within thirty days of the effective date of this Consent Agreement, Dr. Hertle 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. Hertle shall promptly provide a copy of

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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. Hertle 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. Hertle shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Hertle shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

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

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date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

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

FAILURE TO COMPLY

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

In the event that the Board initiates future formal proceedings against Dr. Hertle, 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.

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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. Hertle and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Hertle 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.

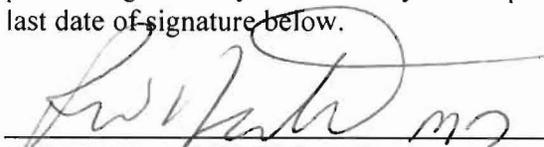
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Hertle 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. Hertle 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.


RICHARD W. HERTLE, M.D.


LANCE A. TALMAGE, M.D.
Secretary

12-3-10
DATE

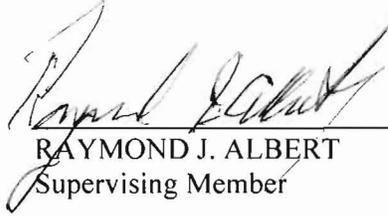
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STATE MEDICAL BOARD
OF OHIO



ERIC PLINKE
Attorney for Dr. Hertle

12/3/10
DATE



RAYMOND J. ALBERT
Supervising Member

12/8/10
DATE
12/9/10
12/9/10



MARCIE PASTRICK
Enforcement Attorney

Dec. 3, 2010
DATE

STATE MEDICAL BOARD
OF OHIO
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