

State Medical Board of Ohio

30 E. Broad Street, 3rd Floor, Columbus, OH 43215-6127

(614) 466-3934

med.ohio.gov

December 10, 2014

Case number: 14-CRF- *125*

Paul P. Chu, M.D.
6320 Plateau Drive
Springfield, OH 45502

Dear Doctor Chu:

In accordance with Chapter 119., Ohio Revised Code, you are hereby notified that the State Medical Board of Ohio [Board] intends to determine whether or not to limit, revoke, permanently revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery, or to reprimand you or place you on probation for one or more of the following reasons:

- (1) On or about February 8, 2012, based upon your admitted history of impairment due to chemical dependency which included but was not limited to two relapses following treatment, you entered into a Step II Consent Agreement between Paul P. Chu, M.D., and the State Medical Board of Ohio [February 2012 Step II Consent Agreement], which reinstated your certificate to practice medicine and surgery subject to certain terms, limitations, and conditions. To date, you remain subject to the February 2012 Step II Consent Agreement.
- (2) Paragraph 10 of the February 2012 Step II Consent Agreement requires that you submit to random urine screenings for drugs and alcohol, and that the screening process shall require a daily call-in procedure. Despite these provisions, you failed to call-in as required on or about the following dates: March 25, 2014; April 3, 2014; May 23, 2014; July 6, 2014; and July 27, 2014. Further, you failed to appear for an ordered urine screen on or about July 1, 2014.

Your acts, conduct, and/or omissions as alleged in paragraphs (1) through (2) above, individually and/or collectively, constitute “[v]iolation of the conditions of limitation placed by the board upon a certificate to practice,” as that clause is used in Section 4731.22(B)(15), Ohio Revised Code.

Pursuant to Chapter 119., Ohio Revised Code, you are hereby advised that you are entitled to a hearing in this matter. If you wish to request such hearing, the request must

Mailed 12-11-14

be made in writing and must be received in the offices of the State Medical Board within thirty days of the time of mailing of this notice.

You are further advised that, if you timely request a hearing, you are entitled to appear at such hearing in person, or by your attorney, or by such other representative as is permitted to practice before this agency, or you may present your position, arguments, or contentions in writing, and that at the hearing you may present evidence and examine witnesses appearing for or against you.

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

Please note that, whether or not you request a hearing, Section 4731.22(L), Ohio Revised Code, provides that “[w]hen the board refuses to grant a certificate to an applicant, revokes an individual’s certificate to practice, refuses to register an applicant, or refuses to reinstate an individual’s certificate to practice, the board may specify that its action is permanent. An individual subject to a permanent action taken by the board is forever thereafter ineligible to hold a certificate to practice and the board shall not accept an application for reinstatement of the certificate or for issuance of a new certificate.”

Copies of the applicable sections are enclosed for your information.

Very truly yours,



Mark A. Bechtel, M.D.
Secretary

MAB/GAT/pev
Enclosures

CERTIFIED MAIL #91 7199 9991 7033 2022 3189
RETURN RECEIPT REQUESTED

STATE MEDICAL BOARD
OF OHIO
2012 FEB -1 AM 11:13

**STEP II
CONSENT AGREEMENT
BETWEEN
PAUL P. CHU, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

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

BASIS FOR ACTION

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

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(26), Ohio Revised Code, for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice;" and/or Section 4731.22(B)(5), Ohio Revised Code, for "[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatric medicine and surgery, or a limited branch of medicine; or in securing or attempting to secure any certificate to practice or certificate of registration issued by the board."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(26) and (B)(5), 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. Chu is seeking reinstatement of his certificate to practice medicine and surgery, license number 35.053485, which was indefinitely suspended, but not less than one year, pursuant to the Step I Consent Agreement between Paul P. Chu, M.D., and the State Medical Board of Ohio, effective February 9, 2011 [February 2011 Step I Consent Agreement], a copy of which is attached hereto and incorporated herein.
- D. Dr. Chu states that he is also licensed to practice medicine and surgery in the State of Indiana.
- E. Dr. Chu admits that that after entering residential treatment for substance dependency on or about February 28, 2011, at the Center for Chemical Addictions Treatment [CCAT], a Board-approved treatment provider in Cincinnati, Ohio, he was discharged, residential treatment complete, on or about March 28, 2011. Dr. Chu states, and the Board acknowledges receipt of information to support, that since being discharged from CCAT, he has remained compliant with the physician's aftercare contract he entered into with Greene Hall Outpatient Services in Dayton, Ohio, and further admits that the aforementioned physician's aftercare contract remains in effect.

Dr. Chu admits that in regards to then-pending criminal charges in the Fairborn Municipal Court in Greene County, Ohio, as referenced in Paragraph G of his February 2011 Step I Consent Agreement, on or about July 5, 2011, he pled guilty to, and was found guilty of Operating Vehicle Under the Influence of Alcohol or Drugs, in violation of Section 4511.19(A), Ohio Revised Code, and all other pending charges were dismissed.

Dr. Chu states, and the Board acknowledges, that Harry P. Nguyen, M.D., a physician knowledgeable in the area of addictionology and approved by the Board to conduct an assessment of Dr. Chu, has provided a written reporting indicating that Dr. Chu's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place.

Dr. Chu further states, and the Board acknowledges, that Abdullahi I. Mubarak, M.D., a physician knowledgeable in the area of addictionology and approved by the Board to conduct an assessment of Dr. Chu, has provided a written report indicating that Dr. Chu's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place.

Accordingly, Dr. Chu states, and the Board acknowledges receipt of information to support, that Dr. Chu has fulfilled the conditions for reinstatement of his certificate to practice medicine and surgery in the State of Ohio, as established in the above-referenced February 2011 Step I Consent Agreement between Dr. Chu and the Board.

AGREED CONDITIONS

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

1. Dr. Chu shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Chu 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 February 2011 Consent Agreement with the Board, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Chu 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 February 2011 Step I Consent Agreement with the Board. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.
4. Dr. Chu 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. Chu 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. Chu may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Chu 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. Chu 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. Chu 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. Chu's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Chu shall make his patient records with regard to such prescribing available for review by an agent of the Board immediately upon request.
7. For the purposes of facilitating Dr. Chu's practice of anesthesiology, Dr. Chu shall be permitted to possess controlled substances only to the extent that such possession is inherently necessary to administer or furnish controlled substances to patients during work periods at a hospital facility, in accordance with this paragraph. Otherwise, Dr. Chu shall not administer, personally furnish, or possess (except as expressly allowed in this Consent Agreement) any controlled substances as defined by state or federal law.

Dr. Chu's possession of controlled substances during work periods at a hospital facility shall be limited to controlled substances obtained by Dr. Chu for immediate administration to each patient during the work period in which the controlled substances are acquired. Prior to accepting possession of any controlled substances, Dr. Chu shall ensure that an accounting of the amounts and types of controlled substance being released to him has been performed and documented by another, who is legally authorized to possess such controlled substances. Further, at or prior to the end of the work period, Dr. Chu shall return the unused controlled substances to another, who is legally authorized to possess such controlled substances, and shall ensure that an accounting of the amounts and types of controlled substances returned by him is performed and documented. In addition, Dr. Chu shall provide to the individual performing the accounting of the unused medications, a log detailing the amount and type of the controlled substance administered to each patient during the work period, as well as the name of the patient to whom the medication was administered, and shall ensure that a comparative audit is performed to determine whether or not all controlled substances released to Dr. Chu during the work period are appropriately accounted for, and shall further ensure that a comparative audit report is prepared reflecting the audit findings. Dr. Chu shall not dispose of any unused "waste" controlled substances.

In addition, Dr. Chu shall ensure that an assay is performed of the contents of at least one vial, or equivalent unit, of unused medications returned during a one week period; that such vial, or equivalent unit, is randomly selected; and that all assays reported are

forwarded directly to the Board on a quarterly basis. The costs associated with such assays shall be borne by Dr. Chu.

In the event that the comparative audit report reveals a discrepancy related to any controlled substances possessed, administered, and returned, or should an assay report indicate that the controlled substance tested is adulterated, Dr. Chu shall immediately notify the Board. Such notice shall be through telephone communication to the Board at the earliest opportunity, and shall be followed by written communication to the Board within seventy-two hours. In addition, Dr. Chu shall ensure that all such audit reports are immediately forwarded directly to the Board.

Otherwise, all comparative audit reports and assay reports acquired under this paragraph must be received in the Board's offices no later than the due date for Dr. Chu's quarterly declaration. It is Dr. Chu's responsibility to ensure that all reports acquired pursuant to this paragraph are timely submitted.

Further, Dr. Chu 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. Chu's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Chu 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. Chu 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. Chu's history of chemical dependency. Further, in the event that Dr. Chu is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Chu shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Chu 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. Chu 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. Chu shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Drug Testing Facility and Collection Site

10. Dr. Chu shall submit to random urine screenings for drugs and alcohol at least two times per month, or as otherwise directed by the Board. Dr. Chu 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. Chu's drug(s) of choice.

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

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

Dr. Chu 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. Chu 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. Chu 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. Chu must immediately notify the Board in writing, and make arrangements acceptable to the Board pursuant to Paragraph 11 below, as soon as practicable. Dr. Chu 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. Chu acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the Secretary and Supervising Member of the Board determine that the drug testing facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

11. Dr. Chu and the Board agree that it is the intent of this Consent Agreement that Dr. Chu 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. Chu, 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. Chu:

- a. Within thirty days of the date upon which Dr. Chu 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. Chu, 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. Chu 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. Chu's residence or employment location, or to a physician who practices in the same locale as Dr. Chu. Dr. Chu 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. Chu 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. Chu 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. Chu must immediately notify the Board in writing. Dr. Chu shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Chu 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. Chu.
- d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Chu'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.

- e. In the event that the Board approved an alternate drug testing facility and/or collection site, or a supervising physician, pursuant to the February 2011 Step I Consent Agreement between Dr. Chu and the Board, Dr. Chu and the Board agree that the entity, facility or person previously approved by the Board to so serve pursuant to the February 2011 Step I Consent Agreement is hereby approved to continue as Dr. Chu's designated alternate drug testing facility and collection site or as his supervising physician under this Consent Agreement.
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. Chu's quarterly declaration. It is Dr. Chu's responsibility to ensure that reports are timely submitted.
13. The Board retains the right to require, and Dr. Chu 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. Chu, or for any other purpose, at Dr. Chu's expense upon the Board's request and without prior notice. Dr. Chu'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.

Monitoring Physician

14. Before engaging in any medical practice, Dr. Chu 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. Chu and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Chu and his medical practice, and shall review Dr. Chu'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. Chu and his medical practice, and on the review of Dr. Chu's patient charts. Dr. Chu 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. Chu's quarterly declaration.

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Chu must immediately so notify the Board in writing. In addition, Dr. Chu 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. Chu 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. Chu's designated monitoring physician, or to withdraw approval of any person previously approved to serve as Dr. Chu's designated monitoring physician, in the event that the Secretary and Supervising Member of the Board determine that any such monitoring physician has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

Rehabilitation Program

15. Dr. Chu 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. Chu 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. Chu's quarterly declarations.

Aftercare

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

18. Dr. Chu 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. Chu's chemical dependency or related conditions, or for purposes of complying with this Consent

Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Chu 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

19. Within thirty days of the effective date of this Consent Agreement, Dr. Chu 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. Chu 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. Chu 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. Chu shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Chu shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
20. Within thirty days of the effective date of this Consent Agreement, Dr. Chu 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. Chu 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. Chu 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. Dr. Chu shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Chu chemical dependency treatment or monitoring. Further, Dr. Chu 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. Chu 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. Chu 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. Chu has violated any term, condition or limitation of this Consent Agreement, Dr. Chu 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. Chu shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Chu shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year, except that Dr. Chu 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. Chu, 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. Chu and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Chu 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. Chu 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. Chu 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.

PPC MD

PAUL P. CHU, M.D.

1-31-12

DATE

J. Craig Strafford MD MPH

J. CRAIG STRAFFORD, M.D., M.P.H.
Secretary

Feb 8th 2012

DATE

[Signature]

JACK C. AMATO, M.D.
Supervising Member

2-8-12

DATE

[Signature]

DANIEL S. ZINSMASTER, ESQ.
Enforcement Attorney

2/1/2012

DATE

**STEP I
CONSENT AGREEMENT
BETWEEN
PAUL P. CHU, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

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

BASIS FOR ACTION

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

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(26), Ohio Revised Code, for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice;" and/or Section 4731.22(B)(5), Ohio Revised Code, for "[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatric medicine and surgery, or a limited branch of medicine; or in securing or attempting to secure any certificate to practice or certificate of registration issued by the board."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(26) and (B)(5), Ohio Revised Code, as set forth in Paragraphs E, F, G and H below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.
- C. Dr. Chu is licensed to practice medicine and surgery in the State of Ohio, License Number 35.053485.
- D. Dr. Chu states that he is also licensed to practice medicine and surgery in the State of Indiana.

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- E. Dr. Chu acknowledges that on or about February 11, 1998, he entered into a Consent Agreement with the Board, whereby his license to practice medicine and surgery was suspended indefinitely after he admitted that he had violated Section 4731.22(B)(26), Ohio Revised Code, due to his relapse on cocaine.

Dr. Chu further acknowledges that on or about April 8, 1998, he entered into a Step II Consent Agreement with the Board [April 8, 1998 Step II Consent Agreement], whereby he admitted, *inter alia*, that he had initially received inpatient treatment for cocaine dependency at Shepherd Hill Hospital, a Board-approved treatment provider, from October 1994 through January 1995; that he suffered a relapse of his cocaine addiction in November 1997; that following his relapse, he underwent inpatient treatment at Greene Memorial Hall, a Board-approved treatment provider, from January 2, 1998, through January 15, 1998; and that his suffering from depression contributed to his relapse. Dr. Chu states that pursuant to the April 8, 1998 Step II Consent Agreement, his license to practice medicine and surgery was reinstated subject to probationary terms, conditions and limitations.

Dr. Chu states that on or about April 2, 2003, he was released from the probationary terms, conditions and limitations of his April 8, 1998 Step II Consent Agreement.

- F. Dr. Chu admits that on or about December 1, 2008, he was arrested and charged with Operating Vehicle Under the Influence of Alcohol or Drugs [OVI], in violation of Section 4511.19, Ohio Revised Code; Changing Lanes Without Safety, in violation of Section 4511.33, Ohio Revised Code; and Driving on Other Than Right Side, in violation of Section 4511.25, Ohio Revised Code. Dr. Chu further admits that on or about January 27, 2009, in the Dayton Municipal Court, Dayton, Ohio, he pled guilty to, and was found guilty of an amended charge of Having Physical Control While Under the Influence [Physical Control], in violation of Section 4511.194, Ohio Revised Code, while the other charges were dismissed, and was sentenced thirty days of incarceration, with all thirty days suspended, and placed on one year of community control.

Dr. Chu further admits that he failed to report his arrest for OVI and subsequent conviction for Physical Control to the Board on the appropriate license renewal applications.

- G. Dr. Chu admits that on or about January 4, 2011, in Beavercreek, Ohio, he was arrested and subsequently charged OVI in violation of Section 4511.19(A), Ohio Revised Code; OVI, in violation of Section 4511.19(A)(2), Ohio Revised Code, and Speed Limits - Assured Clear Distance, in violation of Section 4511.21, Ohio Revised Code. Dr. Chu admits that on the day in question, he crashed into an Ohio State Highway Patrol vehicle that was pulled over on the side of the highway on another traffic stop. Dr. Chu maintains, and the Board acknowledges, that these charges remain pending at this time in the Fairborn Municipal Court, Greene County, Ohio, and furthermore, by entering into this agreement, Dr. Chu maintains that by no means should this be construed as an admission to the pending criminal allegations.

- H. Dr. Chu admits that this is the second time he has relapsed following treatment, and further admits that he is currently impaired in his ability to practice medicine and surgery according to acceptable and prevailing standards of care due to the habitual or excessive use or abuse of drugs and alcohol. Dr. Chu attests that he intends to enter a Board-approved treatment provider in the immediate future for treatment.

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

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Chu 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.

Obey all Laws

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

Sobriety

3. Dr. Chu 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. Chu's history of chemical dependency. Further, in the event that Dr. Chu is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Chu shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Chu 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. Chu shall provide the Board with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.
4. Dr. Chu shall abstain completely from the use of alcohol.

Absences from Ohio

5. Dr. Chu 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

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Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the monitoring terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Chu 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. Chu may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Chu is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

Releases; Quarterly Declarations and Appearances

6. Dr. Chu 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. Chu's chemical dependency or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Chu 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.
7. Dr. Chu shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which this Consent Agreement becomes effective, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
8. Dr. Chu shall appear in person for an interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.

Drug & Alcohol Screens; Drug Testing Facility and Collection Site

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9. Dr. Chu shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Chu 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. Chu's drug(s) of choice.

Dr. Chu 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. Chu acknowledges that he understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site pursuant to the global contract between said facility and the Board, that provides for the Board to maintain ultimate control over the urine screening process and to preserve the confidentiality of all positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code, and the screening process shall require a daily call-in procedure. Further, in the event that the Board exercises its discretion, as provided in Paragraph 10 below, to approve urine screenings to be conducted at an alternative drug testing facility and/or collection site or a 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. Chu shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Chu shall be negative, except for those substances prescribed, administered, or dispensed to him in conformance with the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

Further, within thirty days of the effective date of this Consent Agreement, Dr. Chu 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. Chu shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Chu and the Board-approved drug testing facility and/or collection site. Dr. Chu's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Consent Agreement.

Dr. Chu 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. Chu 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. Chu 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. Chu must immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph 10 below, as soon as practicable. Dr. Chu 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. Chu acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the Secretary and Supervising Member of the Board determine that the drug testing facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

10. Dr. Chu and the Board agree that it is the intent of this Consent Agreement that Dr. Chu 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. Chu, 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. Chu:
 - a. Within thirty days of the date upon which Dr. Chu 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. Chu, 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. Chu 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. Chu's residence or employment location, or

to a physician who practices in the same locale as Dr. Chu. Dr. Chu 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. Chu 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. Chu 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. Chu must immediately notify the Board in writing. Dr. Chu shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Chu 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. Chu.
 - d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Chu's designated alternate drug testing facility and/or collection site, or any person proposed to serve as his supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.
11. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Chu's quarterly declaration. It is Dr. Chu's responsibility to ensure that reports are timely submitted.

12. The Board retains the right to require, and Dr. Chu 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. Chu, or for any other purpose, at Dr. Chu's expense upon the Board's request and without prior notice. Dr. Chu's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

Rehabilitation Program

13. Within thirty days of the effective date of this Consent Agreement, Dr. Chu 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. Chu 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. Chu's quarterly declarations.

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

CONDITIONS FOR REINSTATEMENT

15. The Board shall not consider reinstatement or restoration of Dr. Chu's certificate to practice medicine and surgery until all of the following conditions are met:
 - a. Dr. Chu shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
 - b. Dr. Chu 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. Chu has successfully completed any required inpatient treatment, including at least twenty-eight days of inpatient or residential treatment for chemical abuse/dependence, as set forth in Rules

4731-16-02 and 4731-16-08, Ohio Administrative Code, completed consecutively.

- ii. Evidence of continuing full compliance with, or successful completion of, a post-discharge aftercare contract with a treatment provider approved under Section 4731.25 of the Revised Code. Such evidence shall include, but not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with rule 4731-16-10 of the Administrative Code.
- iii. Evidence of continuing full compliance with this Consent Agreement.
- iv. Two written reports indicating that Dr. Chu's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. The reports shall be made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Chu. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Chu 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. Chu, and any conditions, restrictions, or limitations that should be imposed on Dr. Chu's practice. The reports shall also describe the basis for the evaluator's determinations.

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

- v. In the event that the Board initiates future formal proceedings against Dr. Chu, including but not limited to issuance of a Notice of Opportunity for Hearing, Dr. Chu shall be ineligible for reinstatement until such proceedings are fully resolved by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.
- c. Dr. Chu shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board within 180 days of the date upon which all the above-specified conditions for reinstatement or restoration have been completed or, if the Board and Dr. Chu are unable to agree on the terms of a

written Consent Agreement, then Dr. Chu further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code. The Board shall provide notice to Dr. Chu that said hearing has been scheduled, advising Dr. Chu of his hearing rights, and stating the date, time, and location of the hearing at which the Board will present its evidence, after which the Board will make a determination of the matter by Board Order.

Further, upon reinstatement of Dr. Chu's 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. Chu 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. Chu has maintained sobriety.

16. In the event that Dr. Chu 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. Chu's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

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

was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

18. Within thirty days of the effective date of this Consent Agreement, Dr. Chu 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. Chu further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which he applies for any professional license or reinstatement of any professional license. Further, Dr. Chu 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.
19. Dr. Chu shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Chu chemical dependency treatment or monitoring. Further, Dr. Chu shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
20. Dr. Chu shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

DURATION/MODIFICATION OF TERMS

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties. In the event that the Board initiates future formal proceedings against Dr. Chu, 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. Chu and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Chu 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. Chu 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. Chu hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

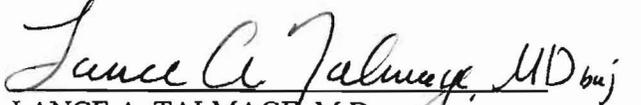
This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Chu acknowledges that his social security number will be used if this information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



PAUL P. CHU, M.D.



LANCE A. TALMAGE, M.D. *by authorization*
Secretary

MEDICAL BOARD

FEB - 7 2011

2-4-11
DATE


RICHARD A. CLINE, ESQ.
Attorney for Dr. Chu

2-4-11
DATE

Feb. 9, 2011
DATE


RAYMOND J. ALBERT
Supervising Member

2/9/11
DATE


DANIEL S. ZINSMaster, ESQ.
Enforcement Attorney

2/7/2011
DATE

**STEP II
CONSENT AGREEMENT
BETWEEN
PAUL P. CHU, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

PAUL P. CHU, M.D., 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 STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(B)(26), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice."
- B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph D of the February 1998 Consent Agreement between PAUL P. CHU, M.D., and THE STATE MEDICAL BOARD OF OHIO, a copy of which is attached hereto and fully incorporated herein, and Paragraphs D, E, F, and G below. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.
- C. PAUL P. CHU, M.D., is applying for reinstatement of his license to practice medicine and surgery in the State of Ohio, which was suspended pursuant to the terms of the above referenced February 1998 Consent Agreement.

- D. PAUL P. CHU, M.D., ADMITS that he initially received inpatient treatment at Shepherd Hill Hospital, a Board approved treatment provider in Newark, Ohio, from October 1994, through January 1995, for cocaine dependency.

DOCTOR CHU further ADMITS that following his discharge from inpatient treatment at Shepherd Hill Hospital, he participated in and successfully completed two years of Aftercare at Shepherd Hill Hospital, and that he entered into a two year monitoring contract with the Ohio Physician's Effectiveness Program (hereinafter OPEP), from which he was released in January 1997.

- E. DOCTOR CHU STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that DOCTOR CHU maintained sobriety from the time of his initial treatment at Shepherd Hill Hospital in October 1994, until November 1997, when he suffered a relapse of his cocaine addiction.

DOCTOR CHU further STATES that in January 1998, he contacted OPEP to self-report that he had relapsed on cocaine, and that he authorized OPEP to report his relapse to the Board.

- F. DOCTOR CHU further STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that DOCTOR CHU received inpatient treatment at Greene Memorial Hall, a Board approved treatment provider in Xenia, Ohio, from January 2, 1998, through January 15, 1998, and that DOCTOR CHU is currently enrolled in the Aftercare program at that facility.

DOCTOR CHU ADMITS that he has been diagnosed as suffering from depression, and that this diagnosis has been identified as contributing to his relapse. DOCTOR CHU states that he is currently in treatment for depression with Jack Linderman, M.D.

- G. DOCTOR CHU further STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that DOCTOR CHU obtained evaluations of his ability to practice from John Peterangelo, D.O., Medical Director of Greene Memorial Hall, a Board approved treatment provider in Xenia, Ohio, and Fred Karaffa, M.D., Medical Director of Shepherd Hill Hospital, a Board approved treatment provider in Newark, Ohio.

Dr. Peterangelo's report indicates the DOCTOR CHU approached his relapse and treatment experience in an open and honest manner as evidenced by his brief and self-reported relapse, and his commitment to working a good recovery program in order to prevent further relapse.

Dr. Peterangelo's report further states that DOCTOR CHU should be allowed to return to the practice of medicine and that DOCTOR CHU is capable of practicing medicine according to acceptable and prevailing standards of care.

Dr. Karaffa's report supports DOCTOR CHU's return to the practice of medicine and states that DOCTOR CHU represents no threat to the public in the practice of medicine. The report further states that DOCTOR CHU understands that recovery is a life-long process and that DOCTOR CHU assumes responsibility for his recovery program. Further, DOCTOR CHU's prognosis for abstinence is good with continued participation in treatment and monitoring.

DOCTOR CHU further STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that OPEP has submitted a letter in support of DOCTOR CHU's return to practice.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, the certificate of PAUL P. CHU, M.D., to practice medicine and surgery in the State of Ohio shall be reinstated, and PAUL P. CHU, M.D., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following PROBATIONARY terms, conditions and limitations:

1. DOCTOR CHU shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR CHU shall submit quarterly declarations under penalty of BOARD disciplinary action or criminal prosecution, stating whether there has been compliance with all the conditions of this CONSENT AGREEMENT. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which the consent agreement becomes effective, provided that if the effective date is on or after the 16th day of the month, the first quarterly declaration must be received in the Board's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the BOARD's offices on or before the first day of every third month;
3. DOCTOR CHU shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed by the BOARD.

If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled. (Example: The first quarterly appearance is scheduled for

February, but based upon the doctor's serious personal illness he is permitted to delay appearance until April. The next appearance will still be scheduled for May, three months after the appearance as originally scheduled.) Although the BOARD will normally give DOCTOR CHU written notification of scheduled appearances, it is DOCTOR CHU's responsibility to know when personal appearances will occur. If he does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, DOCTOR CHU shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

4. In the event that DOCTOR CHU should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR CHU must notify the BOARD in writing of the dates of departure and return. Periods of time spent outside Ohio will not apply to the reduction of this period under the CONSENT AGREEMENT, unless otherwise determined by motion of the BOARD in instances where the BOARD can be assured that probationary monitoring is otherwise being performed;
5. In the event DOCTOR CHU is found by the Secretary of the BOARD to have failed to comply with any provision of this CONSENT AGREEMENT, and is so notified of that deficiency in writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under the CONSENT AGREEMENT;

MONITORING OF REHABILITATION AND TREATMENT

Sobriety

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

Drug and Alcohol Screens/Supervising Physician

8. DOCTOR CHU shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR CHU shall ensure that all screening reports are forwarded directly to the BOARD on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board;

Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR CHU shall submit to the BOARD for its prior approval the name of

a supervising physician to whom DOCTOR CHU shall submit the required urine specimens. The supervising physician shall ensure that the urine specimens are obtained on a random basis, that the giving of the specimen is witnessed by a reliable person, and that appropriate control over the specimen is maintained. In addition, the supervising physician shall immediately inform the BOARD of any positive screening results;

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

In the event that the designated supervising physician becomes unable or unwilling to so serve, DOCTOR CHU must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR CHU shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the 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 DOCTOR CHU's quarterly declaration. It is DOCTOR CHU's responsibility to ensure that reports are timely submitted;

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

Monitoring Physician

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

the BOARD directly of the inability to continue to serve and the reasons therefore;

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

Rehabilitation Program

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

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

Psychiatric Treatment

12. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR CHU shall submit to the BOARD for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the BOARD, DOCTOR CHU shall undergo and continue psychiatric treatment bi-weekly, or as otherwise directed by the BOARD. DOCTOR CHU 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. It is DOCTOR CHU's responsibility to ensure that quarterly reports are received in the BOARD's offices no later than the due date for DOCTOR CHU's quarterly declaration;

Aftercare

13. DOCTOR CHU shall maintain continued compliance with the terms of the aftercare contract entered into with his 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;

Additional Assessment

14. In July 1998, DOCTOR CHU shall submit to an assessment by John Peterangelo, D.O., for purposes of evaluating DOCTOR CHU's treatment program and progress in recovery. DOCTOR CHU shall provide a written report of the assessment to the Board;

In the event that Dr. Peterangelo is unable or unwilling to conduct such assessment, DOCTOR CHU shall obtain an assessment from a treatment provider approved in advance by the Board. DOCTOR CHU AGREES that the assessment will be at his own expense;

DOCTOR CHU AGREES that he will comply with any recommendations from the evaluation that are in addition to the requirements of his Consent Agreement;

Releases

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

Required Reporting by Licensee

16. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR CHU shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide physician services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, DOCTOR CHU shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to provide physician services, or applies for or receives training, and the chief of staff at each hospital where he applies for or obtains privileges or appointments;
17. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR CHU shall provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds a license to practice. DOCTOR CHU further agrees to provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for licensure or reinstatement of licensure. Further, DOCTOR CHU shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt;

FAILURE TO COMPLY

18. Any violation of Paragraph 6 or Paragraph 7 of this Agreement shall constitute grounds to revoke or permanently revoke DOCTOR CHU's certificate. DOCTOR CHU agrees that the minimum discipline for such a violation shall

include actual license suspension. This paragraph does not limit the BOARD's authority to suspend, revoke or permanently revoke DOCTOR CHU's certificate based on other violations of this Consent Agreement;

19. DOCTOR CHU AGREES that if any declaration or report required by this agreement is not received in the BOARD's offices on or before its due date, DOCTOR CHU shall cease practicing beginning the day next following receipt from the BOARD of notice of non-receipt, either by writing, by telephone, or by personal contact until the declaration or report is received in the BOARD offices. Any practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code;
20. DOCTOR CHU AGREES that if, without prior permission from the BOARD, he fails to submit to random screenings for drugs and alcohol at least as frequently as required by Paragraph 8 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation and shall refrain from practicing for thirty (30) days for the first instance of a single missed screen. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code; and
21. DOCTOR CHU AGREES that if he fails to participate in an alcohol and drug rehabilitation program at least as frequently as required by Paragraph 11 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation, and shall refrain from practicing for fifteen (15) days following a first missed meeting. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.

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

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

DURATION/MODIFICATION OF TERMS

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

ACKNOWLEDGMENTS/LIABILITY RELEASE

DOCTOR CHU acknowledges that he has had an opportunity to ask questions concerning the terms of this CONSENT AGREEMENT and that all questions asked have been answered in a satisfactory manner.

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

DOCTOR CHU hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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

EFFECTIVE DATE

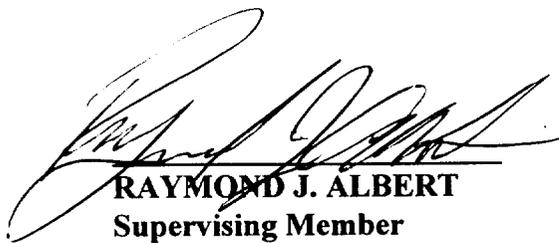
It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the Secretary and Supervising Member and that it shall become effective upon the last date of signature below.

Paul P. Chu, M.D.
PAUL P. CHU, M.D.

Anand G. Garg, M.D. *MSB*
ANAND G. GARG, M.D.
Secretary

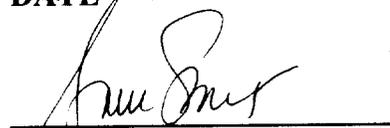
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DATE

4/9/98
DATE



RAYMOND J. ALBERT
Supervising Member

4/8/98
DATE



ANNE B. STRAIT, ESQ.
Assistant Attorney General

4/8/98
DATE

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**CONSENT AGREEMENT
BETWEEN
PAUL P. CHU, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

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

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

- A. THE STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(B)(26), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice."
- B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as detailed in paragraph D 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. PAUL P. CHU, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- D. PAUL P. CHU, M.D., ADMITS that he relapsed on cocaine in November 1997.

DOCTOR CHU further ADMITS that he entered treatment at Greene Memorial Hospital, a Board approved treatment provider in Xenia, Ohio, in January 1998.

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

1. The certificate of PAUL P. CHU, M.D., to practice medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time;
2. DOCTOR CHU shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of DOCTOR CHU's history of chemical dependency;
3. DOCTOR CHU shall abstain completely from the use of alcohol;
4. DOCTOR CHU 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 DOCTOR CHU's chemical dependency or related conditions, or for purposes of complying with the 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. DOCTOR CHU 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. DOCTOR CHU shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed by the BOARD.

If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled. (Example: The first quarterly appearance is scheduled for February, but based upon the doctor's serious personal illness he is permitted to delay appearance until April. The next appearance will still be scheduled for May, three months after the appearance as originally

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scheduled.) Although the BOARD will normally give DOCTOR CHU written notification of scheduled appearances, it is DOCTOR CHU 's responsibility to know when personal appearances will occur. If he does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, DOCTOR CHU shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

6. DOCTOR CHU shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR CHU shall ensure that all screening reports are forwarded directly to the BOARD on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board;

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

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

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

All screening reports and physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for

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DOCTOR CHU's quarterly declaration. It is DOCTOR CHU's responsibility to ensure that reports are timely submitted;

7. The BOARD shall not consider reinstatement of DOCTOR CHU's certificate to practice medicine and surgery unless and until all of the following conditions are met:
 - a. DOCTOR CHU shall submit an application for reinstatement, accompanied by appropriate fees, if any;
 - b. DOCTOR CHU 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 DOCTOR CHU has successfully completed any required inpatient treatment;
 - ii. Evidence of continuing full compliance with an aftercare contract or consent agreement;
 - iii. Two written reports indicating that DOCTOR CHU's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. The reports shall be made by individuals or providers approved by the BOARD for making such assessments and shall describe the basis for this determination.
 - c. DOCTOR CHU shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the BOARD or, if the BOARD and DOCTOR CHU are unable to agree on the terms of a written CONSENT AGREEMENT, then DOCTOR CHU 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.

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Further, upon reinstatement of DOCTOR CHU's 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 and, upon termination of the consent agreement or Board Order, submission to the BOARD for at least two years of annual progress reports made under penalty of BOARD disciplinary action or criminal prosecution stating whether DOCTOR CHU has maintained sobriety.

8. In the event that DOCTOR CHU 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 DOCTOR CHU's fitness to resume practice.
9. Within thirty (30) days of the effective date of this Agreement, DOCTOR CHU shall provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds a license to practice. DOCTOR CHU further agrees to provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for licensure or reinstatement of licensure. Further, DOCTOR CHU shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.
10. Within thirty (30) days of the effective date of this Agreement, DOCTOR CHU shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide physician services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments.

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

If, in the discretion of the Secretary and Supervising Member of THE STATE MEDICAL BOARD OF OHIO, DOCTOR CHU appears to have violated or breached any term or condition of this Agreement, THE STATE MEDICAL BOARD OF OHIO reserves the right to institute formal disciplinary proceedings for any and all possible violations or

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breaches, including but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Agreement.

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

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

DOCTOR CHU hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the Secretary and Supervising Member and that it shall become effective upon the last date of signature below.

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

PPC MD
PAUL P. CHU, M.D.

Anand G. Garg
ANAND G. GARG, M.D.
Secretary

2-5-98
DATE

2/11/98
DATE

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

2/11/98
DATE