

STATE OF OHIO  
91 JUL 13 10 15 AM '05

**CONSENT AGREEMENT  
BETWEEN  
SCOTT LEE SARGENT, M.D.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

SCOTT LEE SARGENT, 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, 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. SCOTT LEE SARGENT, M.D. is licensed to practice medicine and surgery in the State of Ohio.

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SCOTT LEE SARGENT, M.D.  
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- D. **SCOTT LEE SARGENT, M.D. ADMITS** that on or about April 13, 1994, he entered into a **CONSENT AGREEMENT** with **THE STATE MEDICAL BOARD OF OHIO**, a copy of which is attached hereto and incorporated fully herein, in lieu of formal proceedings based upon the violation of Section 4731.22 (B)(26) of the Ohio Revised Code. In the above-mentioned **CONSENT AGREEMENT**, **DOCTOR SARGENT** agreed "to immediately cease the practice of medicine and surgery in the State of Ohio" until approved to practice again by **THE STATE MEDICAL BOARD OF OHIO**.
- E. **SCOTT LEE SARGENT, M.D. further ADMITS** that he was treated for opiate addiction at Shepherd Hill Hospital from March 13, 1994 to March 28, 1994. **DOCTOR SARGENT** was then transferred for extended care at the Central Ohio Recovery Residences (CORR) and remained there in treatment until May 13, 1994.
- F. **SCOTT LEE SARGENT, M.D. further ADMITS** that he has entered into aftercare agreements with Toledo Hospital, a **BOARD** approved treatment provider and the Ohio Physician's Effectiveness Program (OPEP). **DOCTOR SARGENT** has evidenced continuing full compliance with these agreements.
- G. **SCOTT LEE SARGENT, M.D. states** that pursuant to the terms, conditions, and limitations of his **CONSENT AGREEMENT** with **THE STATE MEDICAL BOARD OF OHIO** effective on or about May 14, 1994, he has demonstrated that he can resume medical practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration included successful completion of treatment at an approved treatment provider, continuing full compliance with his aftercare contract, and two written reports by individuals approved by **THE STATE MEDICAL BOARD OF OHIO** indicating that his ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, the **STATE MEDICAL BOARD OF OHIO** hereby authorizes **SCOTT LEE SARGENT, M.D.** to resume the practice of medicine and surgery in Ohio, and **SCOTT LEE SARGENT, M.D.** knowingly and voluntarily agrees with **THE**

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**SCOTT LEE SARGENT, M.D.**  
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STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following probationary terms, conditions and limitations:

1. DOCTOR SARGENT shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR SARGENT 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;
3. DOCTOR SARGENT shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed by the BOARD;
4. In the event that DOCTOR SARGENT should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR SARGENT 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 SARGENT is found by the Secretary of the Board to have failed to comply with any provision of this agreement, and is so notified of that deficiency in writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under the CONSENT AGREEMENT;
6. DOCTOR SARGENT shall immediately surrender his United States Drug Enforcement Administration Certificate. He shall be ineligible to hold, and shall not apply for, registration with the D.E.A. to prescribe, dispense or administer controlled substances without prior BOARD approval;
7. DOCTOR SARGENT 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 SARGENT's history of chemical dependency;

8. DOCTOR SARGENT shall abstain completely from the use of alcohol;
9. DOCTOR SARGENT shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR SARGENT 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 Agreement, DOCTOR SARGENT shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR SARGENT 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 SARGENT shall ensure that the supervising physician provides quarterly reports to the BOARD, on forms approved or provided by the BOARD, verifying whether all urine screens have been conducted in compliance with this CONSENT AGREEMENT, whether all urine screens have been negative; and whether the supervising physician remains willing and able to continue in his responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, DOCTOR SARGENT must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR SARGENT 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;

10. The BOARD retains the right to require, and DOCTOR SARGENT agrees to submit, blood or urine specimens for analysis upon request and without prior notice;
11. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SARGENT shall submit for the

BOARD's prior approval the name of a monitoring physician, who shall otherwise monitor DOCTOR SARGENT and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR SARGENT 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 SARGENT must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR SARGENT shall further ensure that the previously designated monitoring physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefor;

12. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SARGENT shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, approved in advance by the BOARD specifically for DOCTOR SARGENT, no less than three (3) times per week. Substitution of any specific program must receive prior BOARD approval. At his appearances before the BOARD or its designated representative, DOCTOR SARGENT shall submit acceptable documentary evidence of continuing compliance with this program;
13. DOCTOR SARGENT 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 Agreement, the terms of this Agreement shall control;
14. DOCTOR SARGENT 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; and
15. Within thirty (30) days of the effective date of this AGREEMENT, DOCTOR SARGENT shall submit to the BOARD or its designated representative for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the BOARD, DOCTOR SARGENT shall undergo a psychiatric assessment and the BOARD approved psychiatrist shall submit a

written report stating whether DOCTOR SARGENT'S ability to practice medicine and surgery according to minimal standards of care is impaired in any way. The written report shall describe the basis for this determination and shall state whether the psychiatrist believes any additional evaluation, treatment, monitoring or supervision is needed. The BOARD reserves the right to direct DOCTOR SARGENT to obtain additional evaluation, treatment, monitoring and/or supervision based on this written report.

16. Within thirty (30) days of the effective date of this Agreement, DOCTOR SARGENT shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to provide physician services or receive training; and the Chief of Staff at each hospital where he has, applies for, or obtains privileges or appointments.

This Agreement shall remain in force for a minimum of two (2) years prior to any request for termination of said Agreement. Otherwise, the above described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

If, in the discretion of the Secretary and Supervising Member of THE STATE MEDICAL BOARD OF OHIO, DOCTOR SARGENT appears to have violated or breached any terms or conditions of this Agreement, THE STATE MEDICAL BOARD OF OHIO 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.

DOCTOR SARGENT 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.

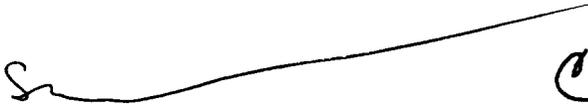
Any action initiated by the BOARD based on alleged violations of this CONSENT AGREEMENT shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

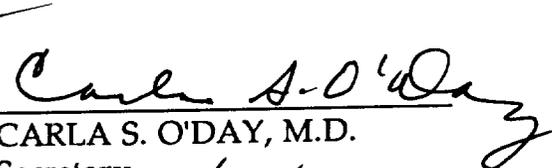
DOCTOR SARGENT hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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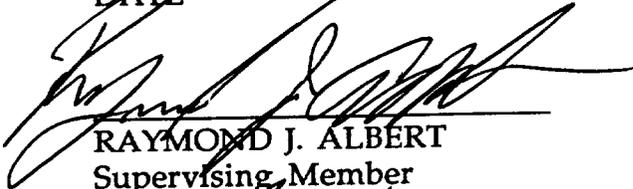
This CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the Secretary and Supervising Member and shall become effective upon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

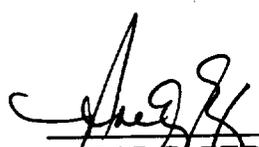
Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

  
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SCOTT LEE SARGENT, M.D.  
7/12/94  
\_\_\_\_\_  
DATE

  
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CARLA S. O'DAY, M.D.  
Secretary 7/14/94  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
TERRI LYNN B. SMILES, ESQ.  
Atty. for Dr. Sargent  
7/12/94  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
RAYMOND J. ALBERT  
Supervising Member  
7/14/94  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
ANNE C. BERRY, ESQ.  
Assistant Attorney General  
7/14/94  
\_\_\_\_\_  
DATE

**CONSENT AGREEMENT  
BETWEEN  
SCOTT L. SARGENT, M.D.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

SCOTT L. SARGENT, 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, 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. SCOTT L. SARGENT, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- D. SCOTT L. SARGENT, M.D., ADMITS that he has excessively used controlled substance narcotics to the extent that his ability to practice is "impaired" as that term is used in Section 4731.22(B)(26), Ohio Revised Code and Rule 4731-16-01, Ohio Administrative Code.

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SCOTT L. SARGENT, M.D.  
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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, SCOTT L. SARGENT, M.D., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following terms, conditions and limitations:

1. SCOTT L. SARGENT, M.D., agrees not to practice medicine and surgery in the State of Ohio until he has successfully complied with all of the terms, conditions and limitations of this CONSENT AGREEMENT.
2. SCOTT L. SARGENT, M.D., further agrees that before resuming the practice of medicine and surgery in the State of Ohio, he must demonstrate to the satisfaction of the STATE MEDICAL BOARD OF OHIO 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:
  - a. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that SCOTT L. SARGENT, M.D., has successfully completed any required inpatient treatment;
  - b. Evidence of continuing full compliance with an aftercare contract or consent agreement;
  - c. Two written reports indicating that SCOTT L. SARGENT, M.D.'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.
3. SCOTT L. SARGENT, M.D., further agrees that before resuming the practice of medicine and surgery in the State of Ohio, he shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the BOARD or if the BOARD and SCOTT L. SARGENT, M.D. are unable to agree on the terms of a written CONSENT AGREEMENT, then SCOTT L. SARGENT, M.D. 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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4. SCOTT L. SARGENT, M.D. further agrees that upon approval the BOARD for him to resume the practice of medicine and surgery in this State, the BOARD shall require as part of a written consent agreement continued monitoring which shall include but not be limited to compliance with a written consent agreement entered into before his resumption of practice or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code, and upon termination of a consent agreement or Board Order submission to the BOARD for a least two years of annual progress reports made under penalty of BOARD disciplinary action or criminal prosecution stating whether SCOTT L. SARGENT, M.D. has maintained sobriety.
  
5. SCOTT L. SARGENT, M.D., 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 SCOTT L. SARGENT, M.D.'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. 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. SCOTT L. SARGENT, M.D. 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.

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, SCOTT L. SARGENT, M.D. appears to have violated or breached any terms or conditions of this Agreement, THE STATE MEDICAL BOARD OF OHIO 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.

SCOTT L. SARGENT, M.D. 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.

SCOTT L. SARGENT, M.D. 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 shall become effective upon the last date of signature below.

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

Scott L. Sargent M.D.  
SCOTT L. SARGENT, M.D.

3/15/94  
DATE

Carla S. O'Day  
CARLA S. O'DAY, M.D.  
Secretary

4/13/94  
DATE

Raymond J. Albert  
RAYMOND J. ALBERT  
Supervising Member

4/13/94  
DATE

Anne C. Berry  
ANNE C. BERRY, ESQ.  
Assistant Attorney General

4/13/94  
DATE

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