

**STEP II
CONSENT AGREEMENT
BETWEEN
CHARLES WESLEY REYES, 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 Charles Wesley Reyes, M.D., [Dr. Reyes], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Reyes 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)(10), Ohio Revised Code, "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, and Section 4731.22(B)(10), Ohio Revised Code, to wit: Section 2925.22, Ohio Revised Code, Deception to Obtain a Dangerous Drug, as set forth in Paragraph E., 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. Dr. Reyes is seeking reinstatement of his certificate to practice medicine and surgery, license number 35.054845, which was indefinitely suspended, but not less than 180 days, pursuant to the Step I Consent Agreement Between Charles Wesley Reyes, M.D., and the State Medical Board of Ohio [September 2012 Step I Consent Agreement], effective September 12, 2012.

- D. Dr. Reyes states that he is also licensed to practice medicine and surgery in the State of West Virginia.
- E. Dr. Reyes states, and the Board acknowledges receipt of information to support, that since reporting his relapse to the Board in August 2012, from on or about March 15, 2013, through on or about April 10, 2013, he successfully completed the intensive outpatient treatment as recommended by the Woods at Parkside, a Board-approved treatment provider in Columbus, Ohio.

Dr. Reyes states, and the Board acknowledges receipt of information to support, that Harry P. Nguyen, M.D., Medical Director of the Woods at Parkside, and Nykolai V. Pidhorodeckyj, M.D., Medical Director of Glenbeigh Hospital, Rock Creek, Ohio, a Board-approved treatment provider, have both assessed Dr. Reyes's ability to practice as it pertains to his chemical dependency, and have provided written reports stating that he is capable of practicing at acceptable and prevailing standards of care, with conditions including that he maintain monitoring, actively participate in a recovery program, and follow all requirements set forth by the Board.

Dr. Reyes states, and the Board acknowledges receipt of information to support, that Douglas Beech, M.D., a psychiatrist approved by the Board to assess Dr. Reyes's ability to practice, has provided a written report stating that Dr. Reyes had manifested severe anxiety and developed conversion disorder characterized by spastic dystonia, which has resolved. Dr. Reyes states, and the Board acknowledges receipt of information to support, Dr. Beech diagnosed Dr. Reyes with Poly-Substance Dependence, in remission, and Conversion Disorder, Dysphonia, resolved, and that from a psychiatric perspective, he is capable of practicing medicine, with the condition that he follows his treatment plan and monitoring parameters for chemical dependency.

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Dr. Reyes states, and the Board acknowledges receipt of information to support, that he entered into an aftercare contract with The Woods at Parkside, that such aftercare contract remains in effect, and that he is in compliance with such contract.

Dr. Reyes states, and the Board acknowledges receipt of information to support, that he is in substantial compliance with his September 2012 Step I Consent Agreement.

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. Reyes to practice medicine and surgery in the State of Ohio shall be REINSTATED, and Dr. Reyes knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Reyes shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.

2. Dr. Reyes shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the date his quarterly declaration would have been due pursuant to his September 2012 Step I 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. Reyes shall appear in person for an interview before the full Board or its designated representative. The first such appearance shall take place on the date his appearance would have been scheduled pursuant to his September 2012 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. Reyes 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. Reyes 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. Reyes may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Reyes 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. Reyes 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.

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MONITORING OF REHABILITATION AND TREATMENT

Drug Associated Restrictions

6. Dr. Reyes 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. Reyes's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Reyes shall make his patient records with regard to such prescribing available for review by an agent of the Board immediately upon request.

7. Dr. Reyes shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 8 below) any controlled substances as defined by state or federal law. In the event that the Board agrees at a future date to modify this Consent Agreement to allow Dr. Reyes to administer or personally furnish controlled substances, Dr. Reyes 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. Reyes's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Reyes 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. Reyes 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. Reyes's history of chemical dependency. Further, in the event that Dr. Reyes is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Reyes shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Reyes 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. Reyes 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. Reyes shall abstain completely from the use of alcohol.

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Drug and Alcohol Screens/Drug Testing Facility and Collection Site

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

Dr. Reyes 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. Reyes 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. Reyes shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Reyes 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. Reyes 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. Reyes shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Reyes and the Board-approved drug testing facility and/or collection site. Dr. Reyes'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. Reyes and the Board further agree that in the event Dr. Reyes previously entered into the aforementioned financial and contractual agreements pursuant to the requirements of a prior consent agreement with the Board under which Dr. Reyes is currently participating in an ongoing urine screening process, then this requirement shall be waived under the instant consent agreement.

Dr. Reyes 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. Reyes 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.

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Dr. Reyes 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. Reyes must immediately notify the Board in writing, and make arrangements acceptable to the Board pursuant to Paragraph 11 below, as soon as practicable. Dr. Reyes 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. Reyes 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. Reyes and the Board agree that it is the intent of this Consent Agreement that Dr. Reyes 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. Reyes, 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. Reyes:
- a. Within thirty days of the date upon which Dr. Reyes 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. Reyes, 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. Reyes 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. Reyes's residence or employment location, or to a physician who practices in the same locale as Dr. Reyes. Dr. Reyes 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. Reyes 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.

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- b. Dr. Reyes 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. Reyes must immediately notify the Board in writing. Dr. Reyes 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. Reyes 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. Reyes.
 - d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Reyes'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 September 2012 Step I Consent Agreement between Dr. Reyes and the Board, Dr. Reyes and the Board agree that the entity, facility or person previously approved by the Board to so serve pursuant to the September 2012 Step I Consent Agreement is hereby approved to continue as Dr. Reyes'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. Reyes's quarterly declaration. It is Dr. Reyes's responsibility to ensure that reports are timely submitted.
 13. The Board retains the right to require, and Dr. Reyes agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis

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of therapeutic levels of medications that may be prescribed for Dr. Reyes, or for any other purpose, at Dr. Reyes's expense upon the Board's request and without prior notice. Dr. Reyes'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. Reyes 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. Reyes and who is engaged in the same or similar practice specialty.

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

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

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Rehabilitation Program

15. Dr. Reyes 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. Reyes 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. Reyes's quarterly declarations.

Aftercare

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

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at each hospital where he applies for or obtains privileges or appointments. In the event that Dr. Reyes 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. Reyes shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Reyes 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. Reyes 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. Reyes 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. Reyes 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. Reyes shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Reyes chemical dependency treatment or monitoring. Further, Dr. Reyes 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

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22. Dr. Reyes 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. Reyes 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. Reyes has violated any term, condition or limitation of this Consent Agreement, Dr. Reyes 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. Reyes shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Reyes shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year, except that Dr. Reyes 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. Reyes, 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. Reyes and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

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ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Reyes 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.

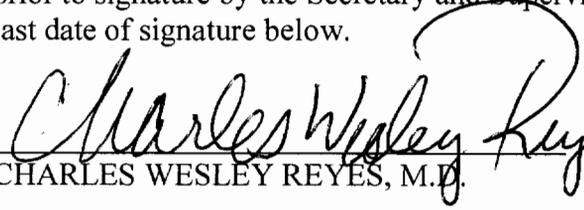
Dr. Reyes hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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. Reyes 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.

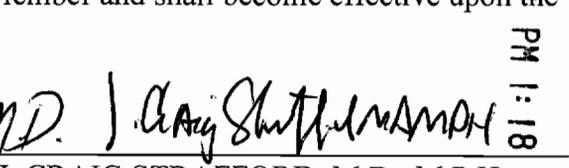
EFFECTIVE DATE

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.

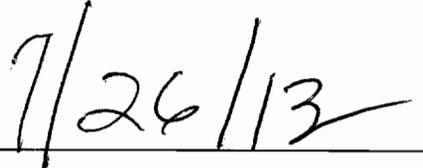
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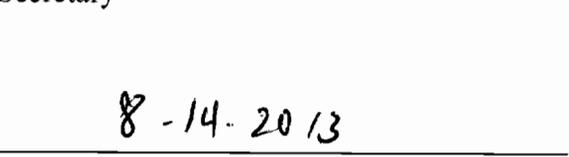
CHARLES WESLEY REYES, M.D.



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

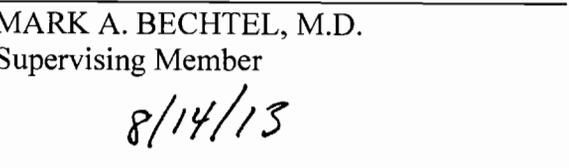


DATE



DATE



MARK A. BECHTEL, M.D.
Supervising Member


DATE


KAREN MORTLAND
Enforcement Attorney

8/5/13
DATE

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- 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)(10), Ohio Revised Code, "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed."
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- C. Dr. Reyes is licensed to practice medicine and surgery in the State of Ohio, License Number 35.054845.

MEDICAL BOARD
SEP 10 2012

- D. Dr. Reyes states that he is also licensed to practice medicine and surgery in the State of West Virginia.
- E. Dr. Reyes admits that, as self-reported to the Board, he has relapsed by consuming Ambien commencing in or about March 2012. Dr. Reyes admits that he obtained such medication from multiple providers who did not know others were providing medication to him and from taking samples from his office stock. Dr. Reyes admits that he took such medication in response to stressors related to overwhelming financial burdens. Dr. Reyes admits further that approximately seventeen years ago he engaged in similar conduct also triggered by financial stressors.

Dr. Reyes admitted his relapse was reported to the Board on or about August 22, 2012, after seeking, but not completing, an assessment at Shepherd Hill Hospital, a Board-approved treatment provider. Dr. Reyes admits that, as of the date of signing his Consent Agreement, he has not entered treatment for chemical dependency, but is in the process of exploring various Board-approved treatment providers and the financial aspects associated with undertaking treatment in the near future for his relapse.

Dr. Reyes states that he has been diagnosed with spastic dystonia, a condition triggered in him by anxiety whereby he is unable to speak. Dr. Reyes states that he has been treated for this condition with medication including Xanax by a neurologist and a psychiatrist who are aware of his past history of chemical dependency.

Dr. Reyes admits he was subject to the terms and conditions of a Consent Agreement Between Charles W. Reyes, M.D., and the State Medical Board of Ohio, effective August 24, 1988 [1988 Consent Agreement], whereby he admitted, *inter alia*, that he had abused Halcion, Percocet, Vicodin, and alcohol. Dr. Reyes admits that he had voluntarily entered treatment at Harding Hospital, Worthington, Ohio, on or about July 20, 1987, and underwent inpatient treatment for thirty days. Dr. Reyes admits that the 1988 Consent Agreement placed his certificate to practice on probation for a minimum of five years and imposed probationary conditions including participation in an alcohol and drug rehabilitation program, weekly random urine screens, and monitoring by a supervising physician.

Dr. Reyes states that in the 1988 Consent Agreement, he admitted that he had entered into a Consent Agreement with the West Virginia Board of Medicine dated on or about April 1, 1988, whereby he was placed on probation and monitored for a minimum period of two years based upon his “inability to practice medicine and surgery with reasonable skill and safety due to physical or mental disability including . . . abuse of drugs.”

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

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Reyes to practice medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time, but not less than 180 days.

Obey all Laws

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

Sobriety

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

Absences from Ohio

5. Dr. Reyes 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 monitoring terms set forth in this Consent Agreement for occasional periods of

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absence of fourteen days or less. In the event that Dr. Reyes 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. Reyes may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Reyes 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. Reyes 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. Reyes'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. Reyes 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. Reyes 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. Reyes 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

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

Dr. Reyes 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. Reyes 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. Reyes shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Reyes 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. Reyes 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. Reyes shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Reyes and the Board-approved drug testing facility and/or collection site. Dr. Reyes'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.

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Dr. Reyes 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. Reyes 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. Reyes 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. Reyes must immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph 10 below, as soon as practicable. Dr. Reyes 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. Reyes 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. Reyes and the Board agree that it is the intent of this Consent Agreement that Dr. Reyes 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. Reyes, 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. Reyes:
 - a. Within thirty days of the date upon which Dr. Reyes 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. Reyes, 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. Reyes 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. Reyes's residence or employment location, or to a physician who practices in the same locale as Dr. Reyes. Dr. Reyes 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. Reyes 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. Reyes 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. Reyes must immediately notify the Board in writing. Dr. Reyes 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. Reyes 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. Reyes.
 - d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Reyes'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

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facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Reyes's quarterly declaration. It is Dr. Reyes's responsibility to ensure that reports are timely submitted.

12. The Board retains the right to require, and Dr. Reyes 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. Reyes, or for any other purpose, at Dr. Reyes's expense upon the Board's request and without prior notice. Dr. Reyes'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. Reyes 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. Reyes 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. Reyes's quarterly declarations.

14. Immediately upon completion of any required treatment for chemical dependency, Dr. Reyes 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. Reyes's certificate to practice medicine and surgery until all of the following conditions are met:
 - a. Dr. Reyes shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
 - b. Dr. Reyes 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. Reyes 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. Three written reports indicating that Dr. Reyes's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care.

Two reports shall be made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Reyes. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Reyes 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. Reyes, and any conditions, restrictions, or limitations that should be imposed on Dr. Reyes's practice. The reports shall also describe the basis for the evaluator's determinations.

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

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the psychiatric diagnoses; any conditions, restrictions, or limitations that should be imposed on Dr. Reyes's practice; and the basis for the psychiatrist's determinations.

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement. 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. Reyes, including but not limited to issuance of a Notice of Opportunity for Hearing, Dr. Reyes 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. Reyes 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. Reyes are unable to agree on the terms of a written Consent Agreement, then Dr. Reyes 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. Reyes that said hearing has been scheduled, advising Dr. Reyes 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. Reyes'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. Reyes 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. Reyes has maintained sobriety.

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

REQUIRED REPORTING BY LICENSEE

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

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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. Reyes shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Reyes chemical dependency treatment or monitoring. Further, Dr. Reyes 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. Reyes 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. Reyes, 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. Reyes 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. Reyes 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. Reyes 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.

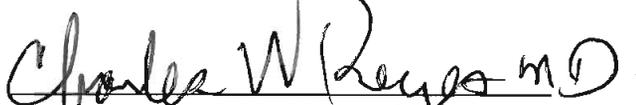
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Reyes 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. Reyes 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.

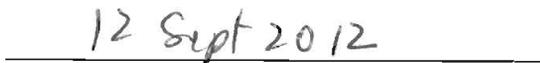
EFFECTIVE DATE

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.


CHARLES WESLEY REYES, M.D.


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


DATE


DATE

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Mark A. Bechtel
MARK A. BECHTEL, M.D.
Supervising Member

12 Sept 2012
DATE

Karen Mortland
KAREN MORTLAND
Enforcement Attorney

9/10/12
DATE

CONSENT AGREEMENT
BETWEEN
CHARLES W. REYES, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO

THIS CONSENT AGREEMENT is entered into by and between CHARLES W. REYES, M.D. and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

CHARLES W. REYES, 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:

1. THE STATE MEDICAL BOARD OF OHIO, 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 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.
2. 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) 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.
3. CHARLES W. REYES, M.D., is licensed to practice medicine and surgery in the State of Ohio.
4. CHARLES W. REYES, M.D., ADMITS that he has entered into a Consent Order with the West Virginia State Board of Medicine.
5. CHARLES W. REYES, M.D. further ADMITS that he abused Halcion, Percocet, and Visodan as well as alcohol.
6. CHARLES W. REYES, M.D. ADMITS that he voluntarily admitted himself into Harding Hospital, Worthington, Ohio on July 20, 1987.

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

1. DOCTOR REYES shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio.
2. DOCTOR REYES shall abstain completely from the personal use or possession of drugs, except those prescribed, administered, or dispensed to him by another person so authorized by law, who has full knowledge of his history of chemical dependency.
3. DOCTOR REYES shall abstain completely from the use of alcohol.
4. In the event that DOCTOR REYES should leave Ohio for three continuous months, or reside or practice outside the State, he must notify the BOARD in writing of the dates of departure and return. Periods of time spent outside of Ohio will not apply to the reduction of this period under the Consent Agreement.

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5. DOCTOR REYES shall submit quarterly declarations under penalty of perjury stating whether there has been compliance with all the conditions of this Consent Agreement.
6. DOCTOR REYES shall appear in person for interview before the full BOARD or its designated representative at three (3) month intervals, or as otherwise requested by the BOARD.
7. Within 30 days of the effective date of this Consent Agreement, DOCTOR REYES shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, acceptable to the BOARD no less than four (4) times per week. In the event that the designated supervising physician becomes unable or unwilling to serve as the supervising physician, DOCTOR REYES shall provide documentary evidence of continuing compliance with this program.
8. DOCTOR REYES shall have a supervising physician, approved by the BOARD, who shall monitor him and provide the BOARD with reports on the doctor's progress and status. DOCTOR REYES is to ensure that said reports are forwarded to the BOARD on a quarterly basis. In the event that the designated supervising physician becomes unable or unwilling to serve as the supervising physician, DOCTOR REYES must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable.
9. DOCTOR REYES shall submit weekly urine specimens for random urine screenings for drugs to a physician to be approved by the BOARD. Such screenings shall be conducted weekly on a random basis, or as otherwise determined by the BOARD. DOCTOR REYES shall ensure that the weekly screening reports are forwarded directly to the BOARD on a monthly basis. The BOARD retains the right to require DOCTOR REYES to submit blood or urine specimens for analysis without prior notice.
10. DOCTOR REYES shall provide all employers and the Chief of Staff at each hospital where he has or obtains privileges with a copy of this Consent Agreement.
11. DOCTOR REYES shall immediately surrender his United States Drug Enforcement Administration Certificate. He shall be ineligible to hold, and shall not reapply for, registration with DEA to prescribe, dispense, or administer controlled substances without prior BOARD approval.
12. DOCTOR REYES AGREES to abide by all terms and conditions of his Consent Order with the West Virginia State Board of Medicine during the tenure of this Agreement, as attached herewith and incorporated herein.

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

If, in the discretion of the Secretary of THE STATE MEDICAL BOARD OF OHIO, CHARLES W. REYES, 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.

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Consent Agreement

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.

CHARLES W. REYES, 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.

The terms and conditions of this Agreement shall become effective immediately upon the last date of signature below.



CHARLES W. REYES, M.D.



HENRY G. CRAMBLETT, M.D.
Secretary

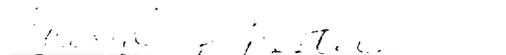
August 13, 1988
DATE

8/24/88
DATE



JOHN E. RAUCH, D.O.
Supervising Member

8/24/88
DATE



CHERYL J. NESTER, Esquire
Assistant Attorney General

8/25/88
DATE

AUG 13 1988

Mrs. Cleone Blankenship
Matoaka

Rev. Richard Bowyer
Fairmont

Thomas S. Clark, M.D.
Morgantown

L. Walter Fix, M.D.
Martinsburg

Tom Harward, P.A.-C.
Belington

Jesus Tan Ho, M.D.
Moundsville

Danny L. Johnson, D.P.M.
Charleston

John J. Mahood, M.D.
Bluefield

Joseph Skaggs, M.D.
Charleston

Mrs. Sylvia Spear
Martinsburg

Harry S. Weeks, Jr., M.D.
Wheeling

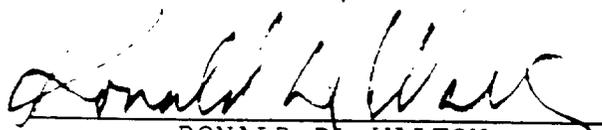
A. A. Yurko, Jr., M.D.
Weirton

State of West Virginia

WEST VIRGINIA BOARD OF MEDICINE
100 Dee Drive, Suite 104, Charleston 25311
(304) 348-2921

C E R T I F I C A T I O N

I DO HEREBY CERTIFY that the attached document in the matter of Charles W. Reyes, M.D., is a true and accurate copy of the original document as maintained by the West Virginia Board of Medicine: (1) Consent Order dated April 1, 1988.



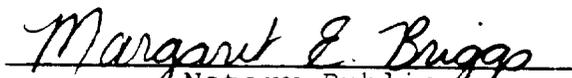
RONALD D. WALTON
Executive Director
West Virginia Board of Medicine

STATE OF WEST VIRGINIA

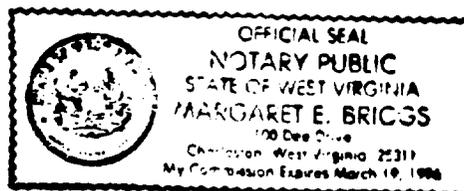
COUNTY OF KANAWHA

The foregoing instrument was acknowledged before me this 6th day of June, 1988, by RONALD D. WALTON, Executive Director, West Virginia Board of Medicine.

My commission expires March 19, 1996.


Notary Public

JUN 12 1988



PRESIDENT
S. Eileen Catterson, M.D.
Rhodell

VICE PRESIDENT
Leonard Simmons, D.P.M.
Clarksburg

SECRETARY
David K. Heydinger, M.D.
Charleston

COUNSEL
Deborah Lewis Rodecker
Charleston

EXECUTIVE DIRECTOR
Ronald D. Walton
Charleston

BEFORE THE WEST VIRGINIA BOARD OF MEDICINE

IN RE:

CHARLES REYES, M.D.

COMPLAINT NO. 87-58-W

CONSENT ORDER

The West Virginia Board of Medicine ("Board") and Charles Reyes, M.D. ("Dr. Reyes") freely and voluntarily enter into the following Order pursuant to West Virginia Code §30-3-14(n):

FINDINGS OF FACT

1. Dr. Reyes is currently the holder of a license to practice medicine and surgery in West Virginia, No. 11189, issued originally in 1977.
2. In September, 1987, the Board was notified by Camden-Clark Memorial Hospital that Dr. Reyes had voluntarily submitted himself to hospitalization and therapy for unauthorized use of medications and that Dr. Reyes was continuing his therapy on an out-patient basis.
3. Dr. Reyes appeared for a full discussion of his treatment and progress before the Complaint Committee of the Board in March, 1988.

CONCLUSIONS OF LAW

1. Probable cause exists to substantiate charges of disqualification from the practice of medicine pursuant to the provisions of West Virginia Code §30-3-14(c)(21), "the inability to practice medicine and surgery with reasonable skill and safety due to physical or mental disability including . . . abuse of drugs . . ."

2. It is appropriate to waive the commencement of proceedings against Dr. Reyes, provided specific probationary conditions and limitations are placed upon his license to practice medicine and surgery in West Virginia.

CONSENT

Charles Reyes, M.D., by affixing his signature hereon, agrees solely and exclusively for purposes of this agreement and the entry of the ORDER provided for and stated herein, and proceedings conducted in accordance with this ORDER, to the following:

1. Dr. Reyes acknowledges that he is fully aware that, without his consent, no permanent legal action may be taken against him except after a hearing held in accordance with West Virginia Code §30-3-14(h) and §29-A-5-1, et seq.;

2. Dr. Reyes acknowledges that he has the following rights, among others: the right to reasonable notice of said

hearing, the right to be represented by counsel at his own expense, and the right to cross-examine witnesses against him;

3. Dr. Reyes waives all such rights to a hearing;

4. Dr. Reyes consents to the entry of this ORDER relative to his practice of medicine and surgery in the State of West Virginia; and,

5. Dr. Reyes understand that this ORDER is considered public information.

ORDER

WHEREFORE, on the basis of the foregoing Findings of Fact and Conclusions of Law and on the basis of the consent of Dr. Reyes, the Board hereby ORDERS that the license to practice medicine and surgery of Dr. Reyes, License No. 11189, be placed in a probationary status for a two (2) year period, effective April 15, 1988, and subject to full compliance by Dr. Reyes with all of the following conditions:

1. Dr. Reyes' practice of medicine and surgery shall occur with the supervision of another duly licensed physician approved by the Board, and such physician shall meet regularly with Dr. Reyes and at least on a monthly basis.

2. Dr. Reyes' approved supervising physician shall submit reports every sixty (60) days to the Board concerning the performance of Dr. Reyes as a physician, except that should the performance of Dr. Reyes at any time fall below the level of

reasonable skill and safety, the approved supervising physician shall immediately notify the Board.

3. For the first year this Order is in effect, Dr. Reyes shall submit to random and unannounced testing of bodily fluids at least once a week in a manner approved by the Board, at his own expense, the results of which tests shall be promptly forwarded to the Board at the direction of Dr. Reyes' approved supervising physician. During the second year this Order is in effect, Dr. Reyes shall submit to such random and unannounced testing of bodily fluids at least once a month.

4. Dr. Reyes shall also submit to random, unannounced testing of his bodily fluids at any time upon demand of the Board, which testing shall be carried out in a manner directed and approved by the Board, and which testing shall be at his own expense.

5. Dr. Reyes shall refrain from the use of any controlled substances except for those specifically prescribed to him by another duly licensed physician.

6. Dr. Reyes shall regularly attend a minimum of three hundred (300) meetings of Narcotics Anonymous or Alcoholics Anonymous annually, and keep a log of his attendance, which log shall be reviewed periodically by his supervising physician and be reviewed at the pleasure of the Board.

7. Dr. Reyes shall seek and maintain a sponsor in Narcotics Anonymous or Alcoholics Anonymous who will be permitted to

review his log and who will discuss his progress at least on a weekly basis and who will consent and agree to be available to review periodically Dr. Reyes' progress with his supervising physician. A reasonable time will be allowed for any change of sponsors, if necessary.

8. For the first year this Order is in effect, Dr. Reyes shall keep a log of any and all Schedule II Controlled Substances which he prescribes, dispenses, administers or gives, which log shall be at any time available for review by his Narcotics Anonymous or Alcoholics Anonymous sponsor, his supervising physician, and upon demand of the Board. Dr. Reyes may only prescribe, dispense, administer or give such Schedule II Controlled Substances during the first year this Order is in effect in a life or health threatening emergency, which shall be documented in his log.

9. During the period that this Consent Order is effective, a copy of this Consent Order shall be presented to any employer or health care or medical facility where Dr. Reyes is practicing medicine and Dr. Reyes shall also provide a copy of this Order to his supervising physician and his Narcotics Anonymous or Alcoholics Anonymous sponsor.

10. At the option of either Dr. Reyes or the Board, this Consent Order or a modified version thereof, may be again entered into by the parties at the end of the two (2) year probationary period.

11. The failure of Dr. Reyes to comply with the terms of this Order may constitute grounds for the revocation of his license to practice medicine and surgery in the State of West Virginia.

Dated this 1st day of April, 1988.

WEST VIRGINIA BOARD OF MEDICINE

S. Eileen Catterson M.D.
S. EILEEN CATTERSON, M.D.

Date: April 1, 1988

David K. Heydinger M.D.
DAVID K. HEYDLINGER, M.D.

Date: 4/1/88

Charles Reyes M.D.
Charles Reyes, M.D.

Date: 4/12/88

STATE OF WEST VIRGINIA

COUNTY OF Wood, to wit:

I, Iris McCrady, a Notary Public for said county and state do hereby certify that Charles Reyes, M.D., whose name is signed above, has this day acknowledged the same before me.

Given under my hand this 13th day of April, 1988. My commission expires - 1 - 96.

Iris McCrady
NOTARY PUBLIC

