

CONSENT AGREEMENT
BETWEEN
NANCY JO SWEENEY, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO

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

NANCY JO SWEENEY, M.D. enters into this Agreement being fully informed of her 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), 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. NANCY JO SWEENEY, M.D. is licensed to practice medicine and surgery in the State of Ohio.
- D. NANCY JO SWEENEY, M.D. ADMITS that:
 - 1) She did prescribe drugs in the names of individuals with whom she had no physician-patient relationship and on whom she maintained no patient records reflecting any examination, evaluation and treatment. In fact, the prescriptions were not written for use by these individuals, but were written in order to procure the drugs for her own use.
 - 2) On July 19, 1989, she was indicted by the Hamilton County Grand Jury on six (6) felony counts of illegal processing of drug documents. She is currently seeking treatment in lieu of a conviction on these charges.
 - 3) On July 17, 1989, she was admitted to Shepherd Hill Hospital for a chemical dependency problem. Inpatient treatment was completed on August 14, 1989 and at that time she was discharged to CORR for extended residential care with a discharge diagnosis of opioid dependence.

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

1. DOCTOR SWEENEY shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR SWEENEY shall submit quarterly declarations under penalty of perjury stating whether there has been compliance with all the conditions of this Consent Agreement;
3. DOCTOR SWEENEY shall appear in person for interviews before the full BOARD or its designated representative at three month intervals, or as otherwise directed by the BOARD;

4. In the event that DOCTOR SWEENEY should leave Ohio for three continuous months, or reside or practice outside the State, DOCTOR SWEENEY 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;
5. DOCTOR SWEENEY shall immediately surrender her United States Drug Enforcement Administration Certificate. She shall be ineligible to hold, and shall not apply for, registration with D.E.A. to prescribe, dispense or administer controlled substances for a period to expire on December 31, 1990. After December 31, 1990, DOCTOR SWEENEY is entitled to seek the return of her DEA Certificate, subject to her compliance with the other provisions of this Consent Agreement;

During the period through December 31, 1990 Dr. Sweeney is permitted to dispense and/or administer controlled substances under the DEA Certificate of any hospital or institution in which she is employed and/or has privileges;

In any event, during the five-year period of the Consent Agreement, DOCTOR SWEENEY is not permitted to write prescriptions for outpatient use;

6. DOCTOR SWEENEY shall keep a daily log of all controlled substances prescribed, dispensed, or administered. Such log shall be submitted in the format approved by the BOARD thirty (30) days prior to DOCTOR SWEENEY's personal appearance before the BOARD or its designated representative, or as otherwise directed by the BOARD. Further, through December 31, 1990, said log will be reviewed on not less than a weekly basis by a physician(s) designated by the Chairman of the Department of Anesthesia;
7. Through December 31, 1990, DOCTOR SWEENEY shall obtain prior acknowledgment and approval of a fully licensed physician (not a fellow resident) before ordering and/or dispensing drugs on a patient by patient basis, with such approval to be noted in the daily log referred to in paragraph six above;
8. DOCTOR SWEENEY shall abstain completely from the personal use or possession of drugs (other than those non-mood or mind altering drugs available over-the-counter), except those prescribed, administered, or dispensed to her by another so authorized by law who has full knowledge of DOCTOR SWEENEY'S history of chemical dependency;
9. DOCTOR SWEENEY shall have the disposal of any waste medications or controlled substances witnessed and reflected in the daily drug log referred to in paragraph six above.
10. DOCTOR SWEENEY shall abstain completely from the use of alcohol;
11. DOCTOR SWEENEY shall submit to random urine screenings for drugs on a weekly basis or as otherwise directed by the BOARD. DOCTOR SWEENEY is to ensure that all screening reports are forwarded directly to the BOARD on a quarterly basis;

DOCTOR SWEENEY shall submit the required urine specimens to a supervising physician to be approved by the BOARD. 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. In the event that the designated supervising physician becomes unable or unwilling to so serve, DOCTOR SWEENEY must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable;

12. The Board retains the right to require, and DOCTOR SWEENEY agrees to submit, blood or urine specimens for analysis upon request and without prior notice;
13. Within 30 days of the effective date of this Consent Agreement, DOCTOR SWEENEY 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. At her appearances before the BOARD or its designated representative, DOCTOR SWEENEY shall submit documentary evidence of continuing compliance with this program;
14. DOCTOR SWEENEY shall have a monitoring physician, approved by the BOARD, who shall monitor her and provide the BOARD with reports on the doctor's progress and status. DOCTOR SWEENEY is to ensure that said 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 SWEENEY must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another physician to monitor her progress and status as soon as practicable;
15. DOCTOR SWEENEY shall provide all employers and the Chief of Staff at each hospital where she has, applies for, or obtains privileges with a copy of this Consent Agreement;
16. DOCTOR SWEENEY shall fully follow, obey, and comply with her Aftercare Agreement which she entered into with Shepherd Hill, a copy of which she shall supply to the Board within two (2) weeks of the effective date of this Agreement. However, where specific terms of the Consent Agreement are more restrictive than similar terms present in the Aftercare Agreement, the terms of the Consent Agreement shall control for all Board purposes.

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, DOCTOR SWEENEY 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 SWEENEY acknowledges that she 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 SWEENEY 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, and shall become effective upon the last date of signature below.

Nancy Jo Sweeney M.D.
NANCY JO SWEENEY, M.D.

Jan. 12, 1990
DATE

Henry G. Cramblett
HENRY G. CRAMBLETT, M.D.
Secretary

1/25/90
DATE

Timothy S. Jost
TIMOTHY S. JOST, ESQ.
Supervising Member

1/26/90
DATE

John C. Dowling
JOHN C. DOWLING, Esquire
Assistant Attorney General

1/30/90
DATE

STATE OF OHIO
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