

**CONSENT AGREEMENT
BETWEEN
PHILLIP D. PRICE, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

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

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

- A. THE STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(B)(26), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice."
- B. THE STATE MEDICAL BOARD OF OHIO is further empowered by Section 4731.22(B)(10), 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 "(c)ommission of an act that constitutes a felony in this state regardless of the jurisdiction in which the act was committed."
- C. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of further formal proceedings based upon the violations of Section 4731.22(B)(26) and (B)(10), Ohio Revised Code, as set forth in the Notice of Immediate Suspension and Opportunity for Hearing issued by the BOARD on March 8, 1995, a copy of which is attached hereto and fully incorporated herein. 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.

- D. PHILLIP D. PRICE, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- E. PHILLIP D. PRICE, M.D., ADMITS that the STATE MEDICAL BOARD OF OHIO immediately SUSPENDED his license to practice medicine and surgery, on or about March 8, 1995, pursuant to Section 3719.121(C), Ohio Revised Code.
- F. Further, PHILLIP D. PRICE, M.D., ADMITS that the acts, conduct, and/or omissions underlying the judicial finding of Eligibility for Treatment in Lieu of Conviction as referenced in the Notice of Immediate Suspension and Opportunity for Hearing issued by the BOARD on March 8, 1995, constitute commission of acts "that constitute a felony in this State" as that clause is used in Section 4731.22(B)(10), Ohio Revised Code, and "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" as that clause is used in Section 4731.22(B)(26), Ohio Revised Code.
- G. Further, PHILLIP D. PRICE, M.D., ADMITS that he has suffered from opiate dependence and has abused marijuana. DOCTOR PRICE further ADMITS that he received inpatient treatment at Shepherd Hill Hospital in Newark, Ohio, a Board approved treatment facility, from August 17, 1994, through August 31, 1994, and subsequent treatment at the Central Ohio Recovery Residence of Shepherd Hill Hospital in Newark, Ohio, through November 18, 1994. DOCTOR PRICE was discharged from the Central Ohio Recovery Residence to aftercare with Shepherd Hill Hospital on November 18, 1994. DOCTOR PRICE states that he has been fully compliant with his aftercare at Shepherd Hill Hospital.
- H. Further, PHILLIP D. PRICE, M.D., ADMITS that he currently is involved in an aftercare agreement with the Ohio Physicians' Effectiveness Program with which he states he has been in full compliance.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any further formal proceedings at this time pursuant to the Notice of Immediate Suspension and Opportunity for Hearing issued by the BOARD on March 8, 1995, the suspension of PHILLIP D. PRICE, M.D.'s certificate to practice medicine and surgery in the State of Ohio pursuant to Section 3719.121 of the Ohio Revised Code is terminated upon the effective date of this CONSENT AGREEMENT. Further, PHILLIP D. PRICE, 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 PRICE shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR PRICE shall submit quarterly declarations under penalty of BOARD disciplinary action or criminal prosecution, stating whether there has been compliance with all the conditions of this CONSENT AGREEMENT;
3. DOCTOR PRICE shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed by the BOARD;
4. In the event that DOCTOR PRICE should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR PRICE must notify the BOARD in writing of the dates of departure and return. Periods of time spent outside Ohio will not apply to the reduction of this period under the CONSENT AGREEMENT, unless otherwise determined by motion of the BOARD in instances where the BOARD can be assured that probationary monitoring is otherwise being performed;
5. In the event DOCTOR PRICE is found by the Secretary of the Board to have failed to comply with any provision of this agreement, and is so notified of that deficiency in writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under the CONSENT AGREEMENT;
6. DOCTOR PRICE shall immediately surrender his United States Drug Enforcement Administration Certificate. He shall be ineligible to hold, and shall not apply for, registration with the D.E.A. to prescribe, dispense or administer controlled substances without prior BOARD approval;
7. DOCTOR PRICE shall not prescribe, administer, dispense, order, write orders for, give verbal orders for, or possess (except as allowed under Paragraph 8 below) any controlled substances as defined by State or Federal law;
8. DOCTOR PRICE shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to

him by another so authorized by law who has full knowledge of DOCTOR PRICE's history of chemical dependency;

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

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

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

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

11. The BOARD retains the right to require, and DOCTOR PRICE agrees to submit, blood or urine specimens for analysis upon request and without prior notice;
12. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR PRICE shall submit for the BOARD's prior approval the name of a monitoring physician, who shall monitor

DOCTOR PRICE and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR PRICE shall ensure that such reports are forwarded to the BOARD on a quarterly basis. In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, DOCTOR PRICE must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR PRICE shall further ensure that the previously designated monitoring physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefor;

13. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR PRICE shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, approved in advance by the BOARD specifically for DOCTOR PRICE, no less than three (3) times per week. Substitution of any specific program must receive prior BOARD approval. At his appearances before the BOARD or its designated representative, DOCTOR PRICE shall submit acceptable documentary evidence of continuing compliance with this program;
14. DOCTOR PRICE shall obtain the approval of the BOARD for any medical practice or employment related to the health care fields. The BOARD shall consider, among other factors, the adequacy and continuity of supervision and the feasibility of restricted access to controlled substances, which will ensure the protection of the public, prior to approval or disapproval of the proposed employment;
15. DOCTOR PRICE shall maintain continued compliance with the terms of the aftercare contract entered into with his treatment provider for a period of not less than two (2) years, provided that, where terms of the aftercare contract conflict with terms of this Agreement, the terms of this Agreement shall control;
16. DOCTOR PRICE shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treatment provider to the BOARD, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for them to fulfill their respective duties and obligations;

17. Within thirty (30) days of the effective date of this Agreement, DOCTOR PRICE shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to provide services or receive training; and the Chief of Staff at each hospital where he has, applies for, or obtains privileges or appointments; and
18. If the Secretary and Supervising Member of the BOARD determine that there is clear and convincing evidence that DOCTOR PRICE has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR PRICE agrees that the violation, as alleged, also constitutes clear and convincing evidence that his continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(D), Ohio Revised Code.

This Agreement shall remain in force for a minimum of three (3) years prior to any request for termination of said Agreement. Otherwise, the above described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

If, in the discretion of the Secretary and Supervising Member of THE STATE MEDICAL BOARD OF OHIO, DOCTOR PRICE 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 PRICE acknowledges that he has had an opportunity to ask questions concerning the terms of this Agreement and that all questions asked have been answered in a satisfactory manner.

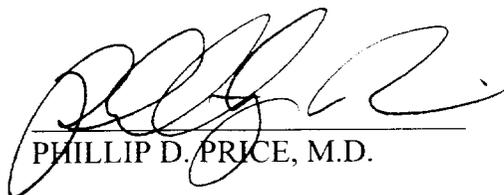
Any action initiated by the BOARD based on alleged violations of this CONSENT AGREEMENT shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

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

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

CONSENT AGREEMENT
PHILLIP D. PRICE, M.D.
PAGE 7

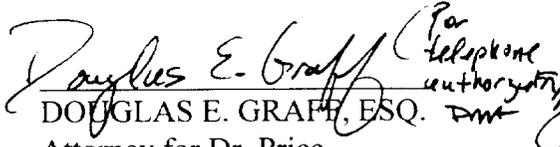
Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

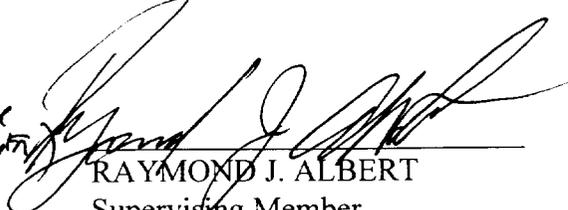

PHILLIP D. PRICE, M.D.


THOMAS E. GREYTER, M.D.
Secretary

3/7/95
DATE

3/9/95
DATE


DOUGLAS E. GRAFT, ESQ.
Attorney for Dr. Price


RAYMOND J. ALBERT
Supervising Member

3/8/95
DATE

3/9/95
DATE


ANNE C. BERRY STRAIT, ESQ.
Assistant Attorney General

3/9/95
DATE



STATE MEDICAL BOARD OF OHIO

75 South High Street, Columbus, Ohio 43260-0005 • (614) 464-0811

March 8, 1995

NOTICE OF IMMEDIATE SUSPENSION AND OPPORTUNITY FOR HEARING

Phillip D. Price, M.D.
5944 Cape Coral Lane
Hilliard, OH 43026

Dear Doctor Price:

In accordance with Sections 2929.17 and/or 3719.12(B), Ohio Revised Code, the Office of the Prosecuting Attorney of Franklin County, Ohio reported that on or about January 25, 1995, the Franklin County Court of Common Pleas found you Eligible for Treatment in Lieu of Conviction for a violation of Section 2925.23, Ohio Revised Code, Illegal Processing of Drug Documents, pursuant to Section 2951.041 of the Ohio Revised Code.

Therefore, pursuant to Section 3719.121(C), Ohio Revised Code, you are hereby notified that your license to practice medicine and surgery in the State of Ohio is immediately suspended. Continued practice after this suspension shall be considered practicing medicine without a certificate in violation of Section 4731.41, Ohio Revised Code.

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

- (1) On or about January 25, 1995, in the Franklin County Court of Common Pleas, you pleaded guilty to one felony count of Illegal Processing of Drug Documents in violation of Section 2925.23, Ohio Revised Code, and were granted Treatment in Lieu of Conviction pursuant to Section 2951.041, Ohio Revised Code.

Mailed 3/9/95

Price, M.D.
Page 2

- (2) Moreover, in order to grant your request for Treatment in Lieu of Conviction, the Court was required by statute to find that your "drug dependence was a factor leading to the criminal activity with which (you were) charged, and rehabilitation through treatment would substantially reduce the likelihood of additional criminal activity."

The acts, conduct, and/or omissions underlying this judicial finding of Eligibility for Treatment in Lieu of Conviction for a violation of Section 2925.23, Ohio Revised Code, Illegal Processing of Drug Documents, as alleged in paragraph (1) above, individually and/or collectively, constitute "(c)ommission of an act that constitutes a felony in this state regardless of the jurisdiction in which the act was committed," as that clause is used in Section 4731.22(B)(10), Ohio Revised Code, to wit: Section 2925.23, Ohio Revised Code, Illegal Processing of Drug Documents.

Further, the acts, conduct, and/or omissions underlying this judicial finding of Eligibility for Treatment in Lieu of Conviction for a violation of Section 2925.23, Ohio Revised Code, Illegal Processing of Drug Documents, as alleged in paragraphs (1) and (2) above, individually and/or collectively, constitute "(i)mpairment 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," as that clause is used in Section 4731.22(B)(26), Ohio Revised Code.

Pursuant to Chapter 119., Ohio Revised Code, you are hereby advised that you are entitled to a hearing in this matter. If you wish to request such hearing, the request must be made in writing and must be received in the offices of the State Medical Board within thirty (30) days of the time of mailing of this notice.

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

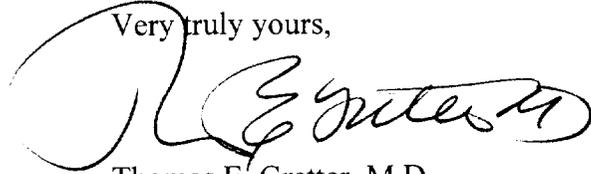
In the event that there is no request for such hearing received within thirty (30) days of the time of mailing of this notice, the State Medical Board may, in your absence and upon consideration of this matter, determine whether or not to limit, revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery or to reprimand or place you on probation.

March 8, 1995

Price, M.D.
Page 3

Copies of the applicable sections are enclosed for your information.

Very truly yours,

A handwritten signature in black ink, appearing to read "T. E. Gretter, M.D.", written in a cursive style.

Thomas E. Gretter, M.D.
Secretary

TEG/bjm

Enclosures

CERTIFIED MAIL # P 348 888 210
RETURN RECEIPT REQUESTED

cc: Douglas E. Graff, Esq.
CERTIFIED MAIL # P 348 888 199
RETURN RECEIPT REQUESTED