

STATE MEDICAL BOARD
OF OHIO
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**CONSENT AGREEMENT
BETWEEN
BRADLEY E. DICKSON, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Dickson 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 a violation of Section 4731.22(B)(2), Ohio Revised Code, “[f]ailure to maintain minimal standards applicable to the selection or administration of drugs, or failure to employ acceptable scientific methods in the selection of drugs or other modalities for treatment of disease;” Section 4731.22(B)(6), Ohio Revised Code, “[a] departure from, or the failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established;” and/or Section 4731.22(B)(20), Ohio Revised Code, “violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board.”

- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(2), (B)(6) and (B)(20), Ohio Revised Code, to wit: Rules 4731-11-02, General Provisions; 4731-11-08, Utilizing Controlled Substances for Self and Family Members; and 4731-21-02, Utilizing Prescription Drugs for the Treatment of Intractable Pain, Ohio Administrative Code, 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 Consent Agreement.

- C. Dr. Dickson is licensed to practice medicine and surgery in the State of Ohio, License number 35.065323.
- D. Dr. Dickson states that he is not licensed to practice in any other state or jurisdiction.
- E. Dr. Dickson admits that, in the course of his practice, he has treated friends, neighbors, employees and members of his family. Dr. Dickson also admits that he has prescribed medications for these people, including controlled substances. Additionally, Dr. Dickson admits that, while he sometimes maintains patient records on those employees that he has treated as patients, he has not completed and maintained accurate records when he has treated friends, neighbors and family members as patients and has not always maintained patient records on those employees that he has treated as patients.

Dr. Dickson also admits that he treated a neighbor for intractable pain and that, while doing so, he has not fully and completely complied with the requirements of Rule 4731-21-02, Ohio Administrative Code.

Dr. Dickson states, and the Board acknowledges, that with the exceptions described above, Dr. Dickson's patient records overall demonstrated reasonable compliance with the applicable statutes and rules. However, Dr. Dickson acknowledges that, pursuant to the administrative rules governing such prescribing, non-conformance with all requirements of the rules for all patients constitutes a violation of the Medical Practices Act.

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

SUSPENSION OF CERTIFICATE

- 1. The certificate of Dr. Dickson to practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for a period of forty-five days.

INTERIM PROVISIONS

- 2. During the period that Dr. Dickson's certificate to practice medicine and surgery in Ohio is suspended, Dr. Dickson shall comply with the following terms, conditions and limitations:
 - a. Dr. Dickson shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.

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Quarterly Declarations and Appearances

- b. Dr. Dickson shall submit quarterly declarations under penalty of Board disciplinary action or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which 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.
- c. Dr. Dickson 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.

Required Reporting by Licensee

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

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Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

- e. Within thirty days of the effective date of this Consent Agreement, Dr. Dickson 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. Dickson 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. Dickson 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.
- f. Dr. Dickson shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

PROBATIONARY TERMS, CONDITIONS AND LIMITATIONS

- 3. Upon reinstatement, Dr. Dickson's certificate to practice medicine and surgery in the State of Ohio shall be subject to the following PROBATIONARY terms, conditions and limitations:
 - a. Dr. Dickson shall continue to be subject to all terms, conditions and limitations in the Interim Provisions, as set forth in Paragraph 2 of this Consent Agreement, unless otherwise determined by the Board.
 - b. In the event Dr. Dickson 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.

Professional Courses

- c. Before the end of the first year of probation, or as otherwise approved by the Board, Dr. Dickson shall provide acceptable documentation of successful

completion of a course or courses dealing with the prescribing of controlled substances and medical record keeping. The exact number of hours and the specific content of the course or courses shall be subject to the prior approval of the Board or its designee. Any courses taken in compliance with this provision shall be in addition to the Continuing Medical Education requirements for relicensure for the Continuing Medical Education period(s) in which they are completed.

In addition, at the time Dr. Dickson submits the documentation of successful completion of the courses dealing with the prescribing of controlled substances and medical record keeping, he shall also submit to the Board a written report describing the course or courses, setting forth what he learned from the course or courses, and identifying with specificity how he will apply what he has learned to his practice of medicine in the future.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Dickson 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. Dickson has violated any term, condition or limitation of this Consent Agreement, Dr. Dickson 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. Dickson shall not request termination of this Consent Agreement for a minimum of three years following the reinstatement of his certificate to practice medicine and surgery. In addition, Dr. Dickson shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year following such reinstatement, except that Dr. Dickson 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. Dickson, 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.

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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. Dickson and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Dickson 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. Dickson 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. Dickson 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.



BRADLEY E. DICKSON, M.D.



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

12-11-13

DATE

12-17-2013

DATE

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STEVEN D. ROWE
Attorney for Dr. Dickson

12/11/13

DATE



MARK A. BECHTEL, M.D.
Supervising Member

12/11/13

DATE



CHERYL D. POKORNY
Enforcement Attorney

12-11-13

DATE

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