STATE MEDICAL BOARD
OF OHIO
2008 AUG -1 A 11: 37

CONSENT AGREEMENT
BETWEEN
ALEXIS D. PARKS MYTON, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO

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

Dr. Myton enters into this Consent 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.

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)(18), Ohio Revised Code, for "[v]iolation of any provision of a code of ethics of the American medical association, the American osteopathic association, the American podiatric medical association, or any other national professional organizations that the board specifies by rule."

B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(18), Ohio Revised Code, to wit: Principles I, III and IV of the American Medical Association Code of Ethics, as set forth in Paragraphs E and F, 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. Dr. Myton is licensed to practice medicine and surgery in the State of Ohio, License number 35.067512.

D. Dr. Myton states that she is not licensed to practice in any other state or jurisdiction.

E. Dr. Myton states that, in or around May 2006, she closed her medical office and ceased the private practice of medicine, moving to a new job with the federal government. At or about the time she closed her medical office, she sent written notice to approximately half of her patients and also gave written notices to patients

she saw approximately a week before closing her office. Additionally, Dr. Myton states that she posted a sign announcing the closure in her office before and after closing it and that she placed an advertisement in a local newspaper to advise patients that she had closed her office. Dr. Myton further states that, in each notice, she advised patients that they could request copies of their records. The written notices given and mailed to the patients contained a form for patients to complete to request their records. Dr. Myton states she also established a telephone number with a voice mail message service that patients could call and leave a message requesting copies of their medical records. Dr. Myton further states that, after closing her medical office, she stored the medical records at her home.

F. Dr. Myton states that she received over a hundred requests from patients asking for copies of their medical records and that many of these requests included payment for copies of these records. Dr. Myton further states that she deposited the checks into her business bank account. Dr. Myton states that she was overwhelmed with the number of requests for medical records and admits that she did not timely provide copies of the records in response to these requests. Dr. Myton admits that, two years after closing her medical practice, she still had approximately 50 requests for copies of medical records that she had not fulfilled.

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

REPRIMAND AND STAYED SUSPENSION:

1. The certificate of Dr. Myton to practice medicine and surgery in the State of Ohio shall be SUSPENDED for sixty days. Such suspension shall be STAYED. Further, Dr. Myton is hereby REPRIMANDED.

   Further, Dr. Myton knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

PROBATIONARY TERMS:

2. No later than August 31, 2008, Dr. Myton shall provide a copy of the applicable patient record to each and every patient and/or former patient who has requested a copy of his or her patient record on or before July 1, 2008. Dr. Myton shall be deemed to have provided a copy of a patient record when the record is deposited into the United States mail, properly addressed and postage paid and/or by hand delivering the copy of the patient record to the patient or the patient's representative.

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

4. Dr. Myton shall appear in person for an initial interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement and again upon any request for termination of this Consent Agreement, and/or as otherwise requested by the Board, except that subsequent personal appearances which would routinely occur every three months throughout the duration of the Consent Agreement shall be waived by the Board provided that Dr. Myton is otherwise in full compliance with this Consent Agreement. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall revert to being routinely required every three months and shall be scheduled based upon the appearance date as originally scheduled.

5. Dr. Myton 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.

Required Reporting by Licensee

6. Within thirty days of the effective date of this Consent Agreement, Dr. Myton shall provide a copy of this Consent Agreement to all employers or entities with which she 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 she has privileges or appointments. Further, Dr. Myton shall promptly provide a copy of this Consent Agreement to all employers or entities with which she contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where she applies for or obtains privileges or appointments. In the event that Dr. Myton 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. Myton shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Myton 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.

7. Within thirty days of the effective date of this Consent Agreement, Dr. Myton shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which she currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which she currently holds any license or certificate. Dr. Myton further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which she applies for any professional license or for reinstatement of any professional license. Further, Dr. Myton 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.

8. Dr. Myton 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. Myton 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. Myton has violated any term, condition or limitation of this Consent Agreement, Dr. Myton agrees that the violation, as alleged, also constitutes clear and convincing evidence that her 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.

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DURATION/MODIFICATION OF TERMS

Dr. Myton shall not request modification or termination of the probationary terms, limitations, and conditions contained in this Consent Agreement for a minimum of 180 days. 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. Myton, 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.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Myton acknowledges that she 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. Myton 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. Myton acknowledges that her social security number will be used if this information is so reported and agrees to provide her 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.

Alexis D. Parks Myton, MD
ALEXIS D. PARKS MYTON, M.D.

7/31/08
DATE

LANCE A. TALMAGE, MD
LANCE A. TALMAGE, M.D.
Secretary

8-13-08
DATE

RAYMOND J. ALBERT
Supervising Member

8/13/08
DATE

Cheryl D. Pokorny
CHERYL D. POKORNY
Enforcement Attorney

8/1/08
DATE