

STATE MEDICAL BOARD  
OF OHIO  
2010 MAY 10 PM 3:03

**STATE OF OHIO  
THE STATE MEDICAL BOARD**

**SURRENDER OF CERTIFICATE  
TO PRACTICE MEDICINE AND SURGERY**

I, Wendy Kay Dean, M.D., am aware of my rights to representation by counsel, the right of being formally charged and having a formal adjudicative hearing, and do hereby freely execute this document and choose to take the actions described herein.

I, Wendy Kay Dean, M.D., acknowledge that I am not currently legally authorized to practice medicine and surgery in the state of Ohio, due to the suspension of my certificate. I, Wendy Kay Dean, M.D., admit that I am no longer able to perform my duties as a physician as a result of my physical disability and accordingly do hereby voluntarily, knowingly, and intelligently surrender my certificate to practice medicine and surgery, License #35.068559, which is currently indefinitely suspended, to the State Medical Board of Ohio [Board], thereby relinquishing all rights to practice medicine and surgery in Ohio.

I understand that as a result of the surrender herein I am no longer permitted to practice medicine and surgery in any form or manner in the State of Ohio in the future.

I agree that I shall be ineligible for, and shall not apply for, reinstatement or restoration of certificate to practice medicine and surgery License #35.068559 or issuance of any other certificate pursuant to the authority of the State Medical Board of Ohio, on or after the date of signing this Surrender of Certificate to Practice Medicine and Surgery. Any such attempted reapplication shall be considered null and void and shall not be processed by the Board.

I, Wendy Kay Dean, M.D., hereby release the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This document 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. I, Wendy Kay Dean, M.D., acknowledge that my social security number will be used if this information is so reported and agree to provide my social security number to the Board for such purposes.

I stipulate and agree that I am taking the action described herein in lieu of continuing compliance with the terms of the Step I Consent Agreement into which I entered with the Board effective November 15, 2007. I am currently in compliance with the terms of that Consent Agreement. I further stipulate and agree that I am taking the action described

Surrender of Certificate  
Wendy Kay Dean, M.D.

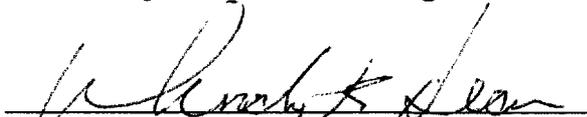
STATE MEDICAL BOARD  
OF OHIO

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herein in lieu of formal disciplinary proceedings pursuant to Section 4731.22(B)(19), Ohio Revised Code, related to a physical disability that renders me unable to practice medicine and surgery.

**EFFECTIVE DATE**

It is expressly understood that this Surrender of Certificate 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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WENDY KAY DEAN, M.D.

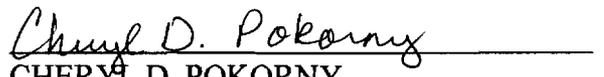
  
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LANCE A. TALMAGE, M.D.  
Secretary

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5-12-10  
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RAYMOND J. ALBERT by authorization  
Supervising Member

May 12, 2010  
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DATE

  
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CHERYL D. POKORNY  
Enforcement Attorney

5-10-10  
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**STEP I  
CONSENT AGREEMENT  
BETWEEN  
WENDY KAY DEAN, M.D.,  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Dean 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)(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 Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph(s) E through J below, 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. Dean is licensed to practice medicine and surgery in the State of Ohio, License #35-068559.
- D. Dr. Dean states that she formerly also was licensed to practice medicine and surgery in the State of West Virginia.
- E. Dr. Dean states that, in or around February 2004, she underwent the first of several surgeries to release nerve entrapments in her arm, and following the surgery, was prescribed Percocet for pain control. Dr. Dean states that Percocet did not provide sufficient pain control and interfered with her sleep, so her doctor changed her medication to Vicodin, five (5) milligrams to be taken by mouth two (2) times per day.

Dr. Dean admits that, on the advice of a friend and to increase pain control, she began crushing the Vicodin tablets and inhaling them.

- F. Dr. Dean states that she underwent subsequent surgeries in or about August 2005, September 2006 and April 2007, and was prescribed Vicodin for pain control, which she used continuously from the time of her first surgery in or around February 2004, through on or about January 15, 2007. Dr. Dean admits that, despite the prescription to take the Vicodin by mouth, she continued to crush and inhale the Vicodin.
- G. Dr. Dean states that, despite the pain medication, she had great difficulty sleeping and would use marijuana to help her sleep.
- H. On or about January 15, 2007, Dr. Dean admits that she entered treatment at Chestnut Ridge Hospital, where she was diagnosed as opioid dependent. Dr. Dean states she also was treated for depression at Chestnut Ridge Hospital for which she was prescribed Effexor. Dr. Dean states that she was discharged from Chestnut Ridge Hospital on January 25, 2007. Dr. Dean admits that her in-patient treatment at Chestnut Ridge Hospital was not of at least 28 days duration as required by rule 4731-16-02, Administrative Code, and that Chestnut Ridge Hospital is not a Board-approved treatment provider.
- I. Dr. Dean states that, since being discharged from Chestnut Ridge Hospital, she has not taken any Vicodin, except for a very short period of time in July, 2007, and then only as prescribed by her doctor, and has not used marijuana.
- J. Dr. Dean admits that she is impaired, as that term is defined in Section 4731-16-01(A), Ohio Administrative Code, in her ability to practice medicine and surgery according to acceptable and prevailing standards of care due to the habitual or excessive use or abuse of drugs. Dr. Dean asserts that she is engaged in the process of contacting Board-approved treatment providers regarding admission, and that she anticipates entering a Board-approved treatment provider for a minimum of twenty-eight days of inpatient or residential treatment in the future. Dr. Dean asserts that she voluntarily ceased actively practicing medicine and surgery in or about August 2005.

### **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. Dean knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

### **SUSPENSION OF CERTIFICATE**

1. The certificate of Dr. Dean practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time.

Sobriety

2. Dr. Dean shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to her by another so authorized by law who has full knowledge of Dr. Dean's history of chemical dependency and depression.
3. Dr. Dean shall abstain completely from the use of alcohol.

Releases; Quarterly Declarations and Appearances

4. Dr. Dean 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. Dean's chemical dependency, depression, 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. 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. Dean further agrees to provide the Board written consent permitting any treatment provider from whom she obtains treatment to notify the Board in the event she 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.
5. Dr. Dean 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, provided that if the effective date is on or after the sixteenth day of the month, the first quarterly declaration must be received in the Board's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
6. Dr. Dean 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; Supervising Physician

7. Dr. Dean shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Dean 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.

Dr. Dean shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

Within thirty days of the effective date of this Consent Agreement, Dr. Dean shall submit to the Board for its prior approval the name of a supervising physician to whom Dr. Dean shall submit the required urine specimens. In approving an individual to serve in this capacity, the Board will give preference to a physician who practices in the same locale as Dr. Dean. Dr. Dean and the supervising physician shall ensure 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, the supervising physician shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Dean shall ensure that the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, as set forth in the materials provided by the Board to the supervising physician, 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 or her responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, Dr. Dean must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Dean shall further ensure that the previously designated supervising physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

All screening reports and supervising physician reports required under this paragraph must be received in the Board's offices no later than the due date for Dr. Dean's quarterly declaration. It is Dr. Dean's responsibility to ensure that reports are timely submitted.

8. The Board retains the right to require, and Dr. Dean agrees to submit, blood or urine specimens for analysis at Dr. Dean's expense upon the Board's request and without prior notice.

Rehabilitation Program

9. Within thirty days of the effective date of this Consent Agreement, Dr. Dean 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. Dean shall submit acceptable documentary evidence of continuing compliance with this program which must be received in the Board's offices no later than the due date for Dr. Dean's quarterly declarations.

**CONDITIONS FOR REINSTATEMENT**

10. The Board shall not consider reinstatement of Dr. Dean's certificate to practice medicine and surgery until all of the following conditions are met:
- a. Dr. Dean shall submit an application for reinstatement, accompanied by appropriate fees, if any.
  - b. Dr. Dean shall demonstrate to the satisfaction of the Board that she can resume practice in compliance with acceptable and prevailing standards of care under the provisions of her 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. Dean has successfully completed any required inpatient treatment, including at least twenty-eight days of inpatient or residential treatment for chemical dependence, as set forth in Rules 4731-16-02(B)(4) and 4731-16-08(A)(13), Ohio Administrative Code, completed consecutively.
    - ii. Evidence of continuing full compliance with 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. Two written reports indicating that Dr. Dean's ability to practice has been assessed and that she has been found capable of practicing according to acceptable and prevailing standards of care. The 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. Dean. Prior to the assessments, Dr. Dean shall provide the evaluators with copies of patient records from any evaluations and/or treatment that she 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. Dean and any conditions, restrictions, or limitations that should be imposed on Dr. Dean's practice. The reports shall also describe the basis for the evaluator'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.

- c. Dr. Dean shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Dean are unable to agree on the terms of a written Consent Agreement, then Dr. Dean 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.

Further, upon reinstatement of Dr. Dean'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. Dean 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. Dean has maintained sobriety.

11. In the event that Dr. Dean 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. Dean's fitness to resume practice.

#### **REQUIRED REPORTING BY LICENSEE**

12. Within thirty days of the effective date of this Consent Agreement, Dr. Dean shall provide a copy of this Consent Agreement to all employers or entities with which she is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where she has privileges or appointments. Further, Dr. Dean shall 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.

13. Within thirty days of the effective date of this Consent Agreement, Dr. Dean shall provide a copy of this Consent Agreement by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which she currently holds any professional license. Dr. Dean further agrees to provide a copy of this Consent Agreement by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which she applies for any professional license or reinstatement of any professional license. Further, Dr. Dean shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
14. Dr. Dean shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Dean chemical dependency treatment or monitoring and/or psychiatric treatment or monitoring.

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties.

#### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Dean 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. Dean 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. Dean 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. Dean 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**

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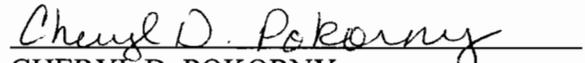
  
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WENDY KAY DEAN, M.D.

  
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LANCE A. TALMAGE, M.D.  
Secretary

10-10-07  
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11-14-07  
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RAYMOND J. ALBERT  
Supervising Member

11/15/07  
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CHERYL D. POKORNY  
Enforcement Attorney

October 17, 2007  
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