CONSENT AGREEMENT
BETWEEN
KEVIN W. EGGERMAN, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO

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

KEVIN W. EGGERMAN, 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), 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 violations of Section 4731.22(B)(5), Ohio Revised Code, "publishing a false, fraudulent, deceptive, or misleading statement" and Section 4731.22(B)(22), Ohio Revised Code, "(t)he limitation, revocation, or suspension by another state of a license or certificate to practice issued by the proper licensing authority of that state, the refusal to license, register, or reinstate an applicant by that authority, or the imposition of probation by that authority, for an action that also would have been a violation of this chapter," to wit: Section 4731.22(B)(19), Ohio Revised Code, "(i)nability to practice according to acceptable and prevailing standards of care by reason of mental illness."

B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(5) and (B)(22), to wit: (B)(19), Ohio Revised Code, as detailed in the paragraphs 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. KEVIN W. EGGERMAN, M.D., is an applicant for a certificate to practice medicine and surgery in the State of Ohio.

D. KEVIN W. EGGERMAN, M.D., ADMITS that he has a medical history of Bipolar Affective Disorder dating to 1984. DOCTOR EGGERMAN further ADMITS that he has been hospitalized three times in 1984, 1985 and 1988 for treatment of his Bipolar Affective Disorder. During that period, DOCTOR EGGERMAN displayed a disinclination to take medications necessary to control his disorder. Further, during one of his manic spells in or about 1985, DOCTOR EGGERMAN's failure to comply with medical treatment was evidenced by significant mood swings and marijuana use.

E. KEVIN W. EGGERMAN, M.D., ADMITS that on or about August 27, 1990, he entered into an Agreement with the Missouri State Board of Registration for the Healing Arts that contained conditions upon which his license to practice the healing arts was granted. A copy of the above-mentioned Agreement is attached hereto and incorporated herein.

F. KEVIN W. EGGERMAN, M.D., ADMITS that on or about September 28, 1990, the Missouri State Board of Registration for the Healing Arts issued an Order based upon a complaint filed on or about April 18, 1991, alleging that DOCTOR EGGERMAN had violated the terms of his licensure agreement. A copy of the above-mentioned Order is attached hereto and incorporated herein. The Missouri Board found and concluded that DOCTOR EGGERMAN failed to notify the Board of his move to Kentucky and change of address which constituted a violation of his licensure agreement. The Missouri Board chose not to take disciplinary action against his medical license.

G. KEVIN W. EGGERMAN, M.D., ADMITS that he failed to take lithium as required by his August 27, 1990 Agreement with the Missouri State Board of Registration for the Healing Arts. Further, DOCTOR EGGERMAN ADMITS that he falsely led his monitoring physician under the Agreement and the Missouri Board to believe that he was taking the required lithium as prescribed when he in fact was not. DOCTOR EGGERMAN ADMITS that these acts and/or omissions, individually and/or collectively, constitute a violation of Section 4731.22(B)(5), Ohio Revised Code.

H. KEVIN W. EGGERMAN, M.D., ADMITS that he was issued an unconditional license to practice medicine in the State of Indiana in May of 1992 and was issued a full license to practice medicine in the State of Kentucky in January of 1993.

I. KEVIN W. EGGERMAN, M.D., ADMITS that he has not taken lithium for treatment of his Bipolar condition since 1988 with the exception of several weeks treatment in September of 1991 for a brief depression. There has been no noted evidence of hypomania since his last hospitalization in 1988. DOCTOR EGGERMAN further ADMITS that he is currently being treated by Noel Free, M.D.

J. KEVIN W. EGGERMAN, M.D., ADMITS that he is currently practicing in a Child Psychiatric Fellowship at the University of Cincinnati. DOCTOR EGGERMAN also currently practices psychiatric and emergency medicine on a part-time basis in Indiana and Kentucky.

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

1. DOCTOR EGGERMAN shall be granted a certificate to practice medicine and surgery in the State of Ohio.

2. Upon approval by the BOARD, DOCTOR EGGERMAN shall receive a certificate to practice medicine and surgery in the State of Ohio, which certificate shall be SUSPENDED at the time of issuance for a period of thirty (30) days.

3. Immediately following the thirty (30) day SUSPENSION, DOCTOR EGGERMAN's certificate to practice medicine and surgery in the State of Ohio shall be subject to the following PROBATIONARY terms, conditions and limitations:

   a. DOCTOR EGGERMAN shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;

   b. DOCTOR EGGERMAN 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;

   c. DOCTOR EGGERMAN shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed by the BOARD;

d. In the event that DOCTOR EGGERMAN should leave Ohio for two (2) continuous months, DOCTOR EGGERMAN must notify the BOARD in writing of the dates of departure and return. Periods of time spent outside Ohio for two (2) continuous months or more 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;

e. In the event DOCTOR EGGERMAN 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;

f. DOCTOR EGGERMAN 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 EGGERMAN 's personal medical history;

g. The BOARD retains the right to require, and DOCTOR EGGERMAN agrees to submit, blood or urine specimens for analysis upon request and without prior notice;

h. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR EGGERMAN shall submit for the BOARD's prior approval the name of a monitoring physician. The monitoring physician shall monitor DOCTOR EGGERMAN and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR EGGERMAN 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 EGGERMAN must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practical.

DOCTOR EGGERMAN 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:

i. Within thirty (30) days of the effective date of this Agreement, DOCTOR EGGERMAN shall submit to the BOARD for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the BOARD, DOCTOR EGGERMAN shall undergo and continue psychiatric treatment monthly or as otherwise directed by the BOARD. DOCTOR EGGERMAN shall ensure that psychiatric reports are forwarded by his treating psychiatrist to the BOARD on a quarterly basis, or as otherwise directed by the BOARD;

j. Within thirty (30) days of the effective date of this Agreement, and thereafter, DOCTOR EGGERMAN shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to provide physician services or receive training; and the Chief of Staff at each hospital where he has, applies for, or obtains privileges or appointments. Further, DOCTOR EGGERMAN shall provide a copy of this CONSENT AGREEMENT to the proper licensing authority of each State in which he currently holds medical licensure, or applies for licensure in the future.

This Agreement shall remain in force for a minimum of two (2) 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 EGGERMAN appears to have violated or breached any term or condition 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 EGGERMAN 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 EGGERMAN 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.

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

KEVIN W. EGGERMAN, M.D.

10-11-95
DATE

THOMAS E. GRETTER, M.D.
Secretary

10/11/95
DATE

ROBERT D. NOBLE, ESQ.
Attorney for Dr. Eggerman

10-11-95
DATE

RAYMOND J. ALBERT
Supervising Member

10/11/95
DATE

ANNE C. BERRY STRAIT, ESQ.
Assistant Attorney General

10/11/95
DATE

Revised 7/25/95

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OF OHIO

AGREEMENT REGARDING APPLICATION FOR LICENSE TO PRACTICE
THE HEALING ARTS BY KEVIN W. EGGERMAN, M.D.
AND CONDITIONS OF ISSUANCE OF LICENSE

Come now Kevin W. Eggerman, M.D. and the State Board of Registration for the Healing Arts and enter into this Agreement for the purpose of resolving the question of whether Kevin W. Eggerman, M.D. will be granted a license to practice the healing arts and the conditions upon which a license to practice the healing arts will be granted.

I

Kevin W. Eggerman, M.D. (hereinafter "applicant") acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing before the Administrative Hearing Commission to contest the Board's refusal to grant an unconditional license, the right to appear and be represented by counsel, the right to cross-examine any witnesses appearing at a hearing, and the right to a decision upon the record by a fair and impartial administrative hearing commissioner. Being aware of these rights provided by operation of law, applicant knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document.

II

Applicant and the State Board of Registration for the Healing Arts (hereinafter "Board") hereby stipulate to the following facts:

1. The State Board of Registration for the Healing Arts is an agency of the state of Missouri created and established pursuant to § 334.120, RSMo 1986, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo, Physicians and Surgeons.

2. On or about July 20, 1990, the applicant executed an Application for Missouri Licensure-Physician and submitted it to the Board for consideration. A true, accurate, and correct copy of the applicant's July 20, 1990 Application is attached, marked as Exhibit 1, and incorporated by reference as if fully pleaded herein.

3. The applicant answered "yes" to the following questions on his July 20, 1990 Application:

> 31. Are you now or have you ever been emotionally or mentally ill?
>
> 32. Have you ever received psychotherapy?
>
> 33. Have you ever been a patient (voluntarily or otherwise) in any institution for the treatment of emotional or mental illness, drug addiction, or alcohol problems?
>
> 34. Have you ever been treated, but not hospitalized, for emotional or mental illness, drug addiction or alcohol problems?

4. The applicant has Bipolar Affective Disorder. The applicant has been hospitalized on several occasions as a result of his disorder including, without limitation:

A. On or about March 3, 1984, applicant was hospitalized at the St. Vincent's Psychiatric Division of

DePaul Health Center, Bridgeton, Missouri, and diagnosed as having Bipolar Affective Disorder. Applicant displayed a disinclination to take the medications necessary to control his disorder.

B. On or about September 25, 1985, applicant was hospitalized at the Ohio State University Hospital, Columbus, Ohio. Applicant was hospitalized due to his unilateral decision to discontinue his lithium treatment. During the last months of treatment at the Ohio State University Clinic, applicant struggled with his diagnosis, the need for continuing treatment and was not always compliant with his treatment regimen. Applicant's failure to comply with medical treatment was evidenced by significant mood swings and marijuana use during one of his manic spells. Applicant's treating physician considered him to be impaired during parts of 1985 and 1986.

C. On or about April 13, 1988, applicant was again hospitalized for his Bipolar Disorder. Applicant was experiencing a manic phase of his Bipolar Disorder. Prior to his hospitalization, applicant was not taking prophylactic lithium. Applicant's prognosis is good in that he displays an excellent response to lithium and has not had an affective instability while on a lithium prophylaxis.

5. The facts contained in paragraphs 1 through 4 constitute grounds for the Board to deny applicant's license to

practice the healing arts pursuant to § 334.100.2(1), (22), and (24), RSMo Supp. 1989.

6. In lieu of the Board denying applicant's license to practice the healing arts and in lieu of applicant filing a complaint in the Administrative Hearing Commission pursuant to Chapter 621, RSMo, to contest any denial of licensure, the Board agrees to issue and the applicant agrees to accept a probationary license to practice the healing arts in the state of Missouri.

III

In light of the foregoing stipulation of facts, the parties mutually agree and stipulate to the following terms and conditions:

1. The parties understand that this Agreement is in lieu of proceedings before the Administrative Hearing Commission and all other federal and state courts.

2. Applicant has already submitted to the Board all fees required for the issuance of a license to practice the healing arts.

3. Upon receipt of this signed Agreement, the Board shall issue to applicant a temporary license to practice the healing arts. The license shall be issued to the applicant on a probationary status which shall continue for a period of one year based upon the following terms and conditions:

A. The temporary medical license issued to applicant is hereby placed on probation for a period of one year (the

disciplinary period). During applicant's probation, applicant shall be entitled to engage in the practice of medicine under Chapter 334, RSMo, provided he adheres to all of the terms of this order.

B. During the disciplinary period, applicant shall keep the Board informed of applicant's current work and home telephone numbers and addresses.

C. During the disciplinary period, applicant shall pay all fees required for licensing to maintain applicant's license in a current and active state. Applicant shall comply with the Board' discipline surveillance program.

D. During the disciplinary period, applicant shall comply with all provisions of Chapters 195 and 334, RSMo, the regulations of the Board and with all applicable federal and state drug laws, rules, and regulations and with all federal and state laws.

E. In the event applicant should leave Missouri to reside or to practice outside the state, applicant must notify the Board in writing of the dates of departure and return. Periods of residency or practice outside Missouri will not apply to the reduction of this probationary period, and the medical licensing authorities of the jurisdiction to which the applicant is moving or has moved must be promptly notified of the applicant's probationary status in Missouri.

F. Applicant shall appear in person for interviews with the Board or its designee upon request at various intervals and with reasonable notice.

G. All settings in which the applicant practices shall be promptly notified of his probationary status.

H. Applicant shall submit periodic reports as requested by the Board on forms provided by the Board, stating whether there has been compliance with all the conditions of this order.

I. During the disciplinary period, applicant shall abstain completely from the personal use or possession of controlled substances, as defined in the "Missouri Narcotic Drug Act," and dangerous drugs, as defined by law, or any drugs requiring a prescription unless that use of the drug has been prescribed by a person licensed to prescribe such drug and with whom the applicant has a bona fide relationship as a patient. The applicant shall provide the Board with documentation of any such prescription upon request.

J. During the disciplinary period, applicant shall, at applicant's cost, submit the result of biological fluid testing as required by the State Board of Registration for the Healing Arts. The presence of any prescription drug not supported by a valid prescription shall constitute a violation of applicant's discipline. Applicant's lithium levels must meet the required therapeutic dosage as

determined by his prescribing physician. If applicant's lithium level does not meet the required therapeutic dosage level, applicant will be deemed to be in violation of this Agreement.

K. During the disciplinary period, applicant shall execute a medical release or an appropriate release which shall cover the entire period of this Agreement authorizing the State Board of Registration for the Healing Arts to obtain records of the applicant's treatment for Bipolar Disorder. Applicant shall not take any action to cancel this release.

L. The applicant shall disclose the terms and conditions of this Agreement to his treating physician. During the disciplinary period, applicant shall cause a letter of evaluation from his treating physician to be submitted to the Board no later than October 31, 1990; December 31, 1990; March 31, 1991; and May 31, 1991. The letter shall include an evaluation of the applicant's current status in the treatment and the current prognosis. The letter shall be addressed to:

State Board of Registration
for the Healing Arts
P. O. Box 4
Jefferson City, MO 65102

M. The applicant shall notify his program director of the terms and conditions of this Agreement. During the disciplinary period, applicant shall cause a letter of evaluation from his program director to be submitted to the

Board no later than December 31, 1990, and May 31, 1991. The letter shall include an evaluation of the applicant's progress in his training program. The letter shall be addressed to:

State Board of Registration
for the Healing Arts
P. O. Box 4
Jefferson City, MO 65102

4. Upon the expiration of the disciplinary period, applicant's license shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the State Board of Registration for the Healing Arts determines that applicant has violated any term or condition of this order, the Board may, in its discretion, vacate this order and impose such further discipline as the Board shall deem appropriate.

5. No additional order shall be entered by this Board pursuant to the preceding paragraph of this order without notice and an opportunity for hearing before this Board as a contested case in accordance with the provisions of Chapter 536, RSMo. If any alleged violation of this order occurred during the disciplinary period, the Board may choose to conduct a hearing before it to determine whether a violation occurred and may issue additional orders.

6. This order does not bind the Board or restrict the remedies available to it concerning any future violation of Chapter 334, RSMo, by the applicant.

Kevin W. Eggerman, M.D.

Kevin W. Eggerman, M.D.

State Board of Registration
for the Healing Arts

T. Steinman

Tina M. Steinman
Acting Executive Secretary

WILLIAM L. WEBSTER
Attorney General

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314-751-8828

Attorneys for State Board of
Registration for the Healing
Arts

Effective this 29th day of August 1990

Copy

BEFORE THE
MISSOURI STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS

STATE BOARD OF REGISTRATION FOR THE HEALING ARTS, Petitioner,	)	
v.	)	No. T17243
KEVIN W. EGGERMAN, M.D., Respondent.	)	

ORDER

On April 18, 1991, a complaint on violation of licensure agreement was filed with the State Board of Registration for the Healing Arts alleging that Dr. Eggerman had violated the terms of his licensure agreement. A hearing was held before the Board concerning the aforementioned complaint on August 10, 1991. Robert J. Amsler, Assistant Attorney General, represented the Board. Dr. Eggerman was present and represented by counsel, Lori J. Levine.

The Board finds and concludes that Dr. Eggerman violated his licensure agreement with the Board by moving to the state of Kentucky and failing to notify the Board of his move to Kentucky and change of address as required by part III, paragraph 3E of his licensure agreement which is hereby incorporated into this order as if set out more fully herein.

In light of mitigating evidence presented by Dr. Eggerman at the aforementioned hearing and not known to the Board prior to the aforementioned hearing, the Board voted that although Dr. Eggerman was in violation of his licensure agreement, no disciplinary action should be taken against his Missouri license.

It is so ordered this 18th day of September 1992.

Frederick A. Tromans
Executive Director