

**STEP II**  
**CONSENT AGREEMENT**  
**BETWEEN**  
**SAMUEL Z. WESTERFIELD, III, M.D.**  
**AND**  
**THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between Samuel Z. Westerfield, III, M.D., and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Westerfield 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 any of the enumerated violations.
- B. The Board enters into this Consent Agreement in lieu of further formal proceedings based upon the violations of Section 4731.22, Ohio Revised Code, as set forth in the Notice of Immediate Suspension and Opportunity for Hearing issued by the Board on June 13, 2001 [June 2001 Notice of Immediate Suspension], and admitted to in paragraph M of the September 12, 2001 Consent Agreement Between Samuel Z. Westerfield and The State Medical Board of Ohio [September 2001 Consent Agreement], a copy of which is attached hereto and fully incorporated herein, and formal proceedings based upon the additional evidence of Dr. Westerfield's violation of Section 4731.22(B)(19), Ohio Revised Code, contained in paragraphs E through M of the September 2001 Consent Agreement. 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. Westerfield's license to practice medicine and surgery in the State of Ohio, License #35-073566, was suspended pursuant to the terms of the June 2001 Notice of Immediate Suspension, and remains suspended to date pursuant to the terms of the September 2001 Consent Agreement.

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- D. Dr. Westerfield states that he is not currently licensed to practice medicine and surgery in any other State or jurisdiction.
- E. Dr. Westerfield states, and the Board acknowledges, that Gregory Collins, M.D., was accepted by the Board to serve as the treating psychiatrist for Dr. Westerfield pursuant to the terms of paragraph 8 of the September 2001 Consent Agreement. Dr. Westerfield admits that Dr. Collins' diagnoses of Dr. Westerfield include atypical bipolar disorder. In addition, Dr. Westerfield states, and the Board acknowledges, that Dr. Collins has provided to the Board written statements reporting that Dr. Westerfield has been in compliance with the terms and conditions of his treatment contract with Dr. Collins. Further, Dr. Westerfield states, and the Board acknowledges, that Dr. Collins has provided written reports in which he indicates that there appears to be no psychiatric contraindication to Dr. Westerfield's returning to the active practice of anesthesia at this time.
- F. Dr. Westerfield states, and the Board acknowledges, that the Board has received written reports from Kathleen Franco, M.D., who was approved by the Board at its March 2002 meeting to perform a psychiatric assessment of Dr. Westerfield that includes psychological and neuropsychological testing. Dr. Westerfield further states, and the Board acknowledges, that the Board has also received written reports from Michael G. McKee, Ph.D, Shannon Griffith, Ph.D., and Dana Everson, Psy.D., concerning psychological testing to which Dr. Westerfield submitted in or about February 2002, and from Richard W. Naugle, Ph.D., ABPP, concerning a neuropsychological examination to which Dr. Westerfield submitted in February 2002.

Dr. Franco's written reports reflect that she has assessed Dr. Westerfield and sees "no pressing psychiatric contraindication to his returning to active practice at this time if he has ongoing psychiatric follow-up and supervision with the medication adjustments noted." Dr. Franco's opinions and recommendations include that Dr. Westerfield's Valproate level should be brought up to therapeutic level and episodic blood draws for therapeutic level obtained, and that adjustments in medication should be considered, noting that it is preferable for a bipolar patient to, if at all possible, not remain on antidepressant medication but, rather, if the mood stabilizer keeps the patient from mood swings, to fully remove the antidepressant. Further, after reviewing the aforementioned neuropsychological evaluation report, Dr. Franco recommended that an anesthesiologist observe Dr. Westerfield with respect to manual dexterity, small motor coordination, and problem solving during intense periods in the operating room.

- G. Dr. Westerfield states, and the Board acknowledges, that the Board has received a written report from Stephen Levine, M.D., who was accepted by the Board pursuant to the terms of paragraph 10.b.iii. of the September 2001 Consent Agreement for performing a psychiatric examination of Dr. Westerfield, stating that he has assessed

Dr. Westerfield and that he finds that "[i]n terms of patient safety, [Dr. Westerfield] may be returned to the practice of anesthesiology." Dr. Levine's opinions and recommendations include that Dr. Westerfield requires one psychiatrist who is competent to care for his chronic hypomanic state who can systemically work to identify one or more of the following drug categories that may reduce his expansiveness without causing crippling side effects: Lithium, anti-convulsants, or low dose atypical anti-psychotics. Dr. Levine did not find Dr. Westerfield to be a sexual addict.

- H. Dr. Westerfield states, and the Board acknowledges, that Dr. Collins, Dr. Franco, and Dr. Levine indicated in their respective reports that Dr. Westerfield was not found to be chemically dependent.
- I. Dr. Westerfield states, and the Board acknowledges receipt of information to support, that Dr. Westerfield has substantially fulfilled the conditions for reinstatement of his certificate to practice medicine and surgery in the State of Ohio, as established in the September 2001 Consent Agreement.

#### AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, the certificate of Dr. Westerfield to practice medicine and surgery in the State of Ohio shall be reinstated, and Dr. Westerfield knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Westerfield shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio. In addition, Dr. Westerfield shall obey all terms of probation imposed by the Court in criminal case number 00 CR 200, and shall notify the Board in writing of any changes to the terms of such probation, within seven days of any change.
2. Dr. Westerfield 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 date his quarterly declaration would have been due pursuant to his September 2001 Consent Agreement with the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Westerfield shall appear in person for an interview before the full Board or its designated representative. The first such appearance shall take place on the date his appearance would have been scheduled pursuant to his September 2001 Consent Agreement with the Board. Subsequent personal appearances must occur every three

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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.

4. In the event that Dr. Westerfield should leave Ohio for three continuous months, or reside or practice outside the State, Dr. Westerfield 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 this 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 Dr. Westerfield 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.

## MONITORING

### Psychiatric Treatment

6. Within fifteen days of the effective date of this Consent Agreement, Dr. Westerfield shall submit to the Board for its prior approval the name and qualifications of a psychiatrist, other than Dr. Collins, of his choice. The nominated psychiatrist shall be knowledgeable, by education and experience, in the diagnosis and treatment of bipolar disorder and shall practice in the same locale as, or a geographically close locale to, Dr. Westerfield's practice or residence locale. Upon approval by the Board of a psychiatrist, Dr. Westerfield shall undergo and continue psychiatric treatment at least once every two weeks or as otherwise directed by the Board. Dr. Westerfield shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered for his psychiatric disorder.

In addition, Dr. Westerfield shall submit blood specimens as requested by his treating psychiatrist, but not less than required by accepted psychiatric standards of care, for analysis at Dr. Westerfield's expense to determine the levels of any medications that are prescribed for his psychiatric disorder. The specimen for the medication levels must be obtained by or under the direction and supervision of Dr. Westerfield's treating psychiatrist or another physician approved in advance by the Board.

Dr. Westerfield 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. The psychiatric reports shall contain information describing Dr. Westerfield's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Westerfield's compliance with his treatment plan; Dr. Westerfield's mental status; Dr. Westerfield's progress in treatment; and results of any laboratory

studies that have been conducted since the prior report. Dr. Westerfield shall ensure that his treating psychiatrist immediately notifies the Board of his failure to comply with his psychiatric treatment plan. It is Dr. Westerfield's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Westerfield's quarterly declaration.

In the event that the designated treating psychiatrist becomes unable or unwilling to serve in this capacity, Dr. Westerfield must immediately so notify the Board in writing. In addition, Dr. Westerfield shall make arrangements acceptable to the Board for another treating psychiatrist within thirty days after the previously designated treating psychiatrist becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Westerfield shall ensure that the previously designated treating psychiatrist also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

Upon approval by the Board of any psychiatrist pursuant to this paragraph, Dr. Westerfield shall provide to the designated treating psychiatrist copies of the written reports of Drs. Collins, Franco, Levine, McKee, Griffith, Everson, and Naugle, as referenced in paragraphs E through G of this Consent Agreement.

### **Monitoring Physician**

7. Before engaging in any medical practice, Dr. Westerfield shall submit the name and curriculum vitae of a monitoring physician for prior written approval by the Secretary or Supervising Member of the Board. In approving an individual to serve in this capacity, the Secretary and Supervising Member will give preference to a physician who practices in the same locale as Dr. Westerfield and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Westerfield and his medical practice, and shall review Dr. Westerfield's patient charts. The chart review may be done on a random basis, with the frequency and number of charts reviewed to be determined by the Board.

Further, the monitoring physician shall provide the Board with reports on the monitoring of Dr. Westerfield and his medical practice, and on the review of Dr. Westerfield's patient charts. Dr. Westerfield shall ensure that the reports are forwarded to the Board on a quarterly basis and are received in the Board's offices no later than the due date for Dr. Westerfield's quarterly declaration.

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Westerfield must immediately so notify the Board in writing. In addition, Dr. Westerfield shall make arrangements acceptable to the Board for another monitoring physician within thirty days after the previously designated

monitoring physician becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Westerfield shall ensure that the previously designated monitoring physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

**Observation by Another Anesthesiologist**

8. Dr. Westerfield shall not engage in the performance of, or supervision of the performance of, deep sedation/analgesia, general anesthesia, or regional anesthesia (not to include digital or pudendal blocks) without a Board approved physician observer present until:
  - a. Dr. Westerfield has been observed, by a Board approved physician observer, performing deep sedation/analgesia a minimum of five times, general anesthesia a minimum of ten times, and regional anesthesia (not to include digital or pudendal blocks), a minimum of ten times, including Dr. Westerfield's performance of at least two epidurals and two spinals;
  - b. the Board approved physician observer for each observed deep sedation/analgesia, general anesthesia, and regional anesthesia performed by Dr. Westerfield has submitted a report to the Board concerning each observed performance of deep sedation/analgesia, general anesthesia, and/or regional anesthesia by Dr. Westerfield, specifically reporting on whether Dr. Westerfield's performance was within acceptable and prevailing standards of care, and including observations of Dr. Westerfield's manual dexterity, small motor coordination, and problem solving during intense periods in the operating room, and whether following such observation the Board approved physician observer finds Dr. Westerfield to demonstrate any indications of inability or impaired ability to practice; and
  - c. the Board has notified Dr. Westerfield in writing that he is released from the provisions of this paragraph and that he may perform deep sedation/analgesia, general anesthesia, and regional anesthesia without a Board approved physician observer present.

Before engaging in the observed performance of deep sedation/analgesia, general anesthesia, or regional anesthesia (not to include digital or pudendal blocks) as permitted by this paragraph, Dr. Westerfield shall submit the name(s) and curriculum vitae(s) of a physician observer for prior written approval by the Secretary of the Board. The physician observer(s) shall be a Board Certified Anesthesiologist. Upon approval by the Board of any physician observer pursuant to this paragraph, Dr. Westerfield shall provide to the physician observer a copy of the written report of Dr. Naugle, as referenced in paragraph F above.

Nothing in this paragraph is intended to limit Dr. Westerfield's performance of, or supervision of the performance of, moderate sedation/analgesia, local anesthesia (to include digital or pudendal blocks), or topical anesthesia.

#### **Additional Assessment**

9. In the event that the Board receives information through the monitoring process established in this Consent Agreement, or otherwise, that indicates that Dr. Westerfield may not be able to practice in accordance with acceptable and prevailing standards of care and requests that Dr. Westerfield submit to further examination for purposes of determining whether he remains able to practice and whether any additional treatment, supervision, and/or practice conditions or limitations are needed, Dr. Westerfield shall submit to such examination as requested. Dr. Westerfield shall ensure that within fifteen days following the examination the evaluating physician provides a written report to the Board concerning the findings of the examination. Any such examination will be at Dr. Westerfield's expense.

#### **Personal Use/Possession of Drugs**

10. Dr. Westerfield 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 Dr. Westerfield's history.

#### **Blood or Urine Specimens for Analysis**

11. The Board retains the right to require, and Dr. Westerfield agrees to submit, blood or urine specimens for analysis at Dr. Westerfield's expense upon the Board's request and without prior notice. Dr. Westerfield's refusal to submit a blood or urine specimen upon request of the Board shall result in a minimum of one year of actual license suspension.

#### **Self and Family Treating Limitations**

12. Dr. Westerfield shall refrain from self-treating and from treating family members, except in the event of a life-threatening emergency.

#### **Releases**

13. Dr. Westerfield shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treatment providers and monitoring physicians to the Board, to other treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for them to fulfill their respective duties and obligations.

### **Required Reporting by Licensee**

14. Within thirty days of the effective date of this Consent Agreement, Dr. Westerfield shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Westerfield shall 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.
15. Within thirty days of the effective date of this Consent Agreement, Dr. Westerfield 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 he currently holds any professional license. Dr. Westerfield 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 he applies for any professional license or for reinstatement of any professional license. Further, Dr. Westerfield shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Westerfield 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. Westerfield has violated any term, condition or limitation of this Consent Agreement, Dr. Westerfield 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. Westerfield shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Westerfield shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

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**ACKNOWLEDGMENTS/LIABILITY RELEASE**

Dr. Westerfield 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. Westerfield 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, and may be reported to appropriate organizations, data banks, and governmental bodies. Dr. Westerfield agrees to provide his social security number to the Board and hereby authorizes the Board to utilize that number in conjunction with that reporting.

**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.

  
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SAMUEL Z. WESTERFIELD, III, M.D.

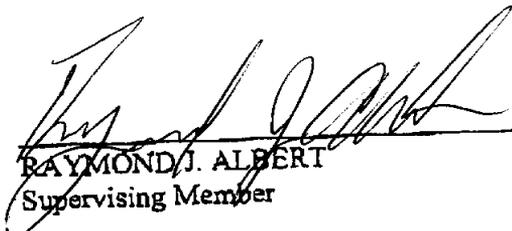
  
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ANAND G. GARG, M.D.  
Secretary

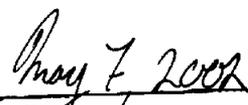
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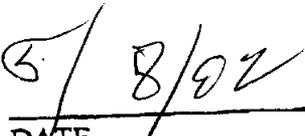
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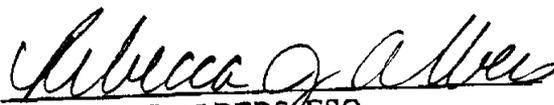
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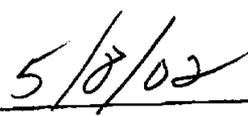
  
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ARA MEKHJIAN, ESQ.  
Attorney for Dr. Westerfield

  
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RAYMOND J. ALBERT  
Supervising Member

  
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DATE

  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
REBECCA J. ALBERS, ESQ.  
Assistant Attorney General

  
\_\_\_\_\_  
DATE

**CONSENT AGREEMENT  
BETWEEN  
SAMUEL Z. WESTERFIELD, III, M.D.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

SAMUEL Z. WESTERFIELD, III, M.D., 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 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 any of the enumerated violations.

STATE MEDICAL BOARD OF OHIO

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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, Ohio Revised Code, as set forth in the Notice of Immediate Suspension and Opportunity for Hearing issued by the STATE MEDICAL BOARD OF OHIO on June 13, 2001, a copy of which is attached hereto and incorporated herein, and formal proceedings based upon the additional evidence of DOCTOR WESTERFIELD's violation of Section 473 1.22(B)(19), Ohio Revised Code, contained in paragraphs E through M below. THE STATE MEDICAL BOARD OF OHIO 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. SAMUEL Z. WESTERFIELD, III, M.D.'s license to practice medicine and surgery in the State of Ohio is currently suspended pursuant to the terms of the Notice of Immediate Suspension and Opportunity for Hearing issued by THE STATE MEDICAL BOARD OF OHIO on June 13, 2001, a copy of which is attached hereto and incorporated herein.

- D. SAMUEL Z. WESTERFIELD, III, M.D. STATES that he is also licensed to practice medicine and surgery in the State(s) of None.
- E. DOCTOR WESTERFIELD ADMITS that prior to moving to Ohio in or about 1997, he was under the care of one psychiatrist for a mild form of manic depression for more than twenty years. DOCTOR WESTERFIELD further ADMITS that following the death of this psychiatrist and after moving to Ohio, he began prescribing antidepressant medication for himself and STATES that he did so in an attempt to keep his diagnosed condition from becoming known to those in his new community. DOCTOR WESTERFIELD further ADMITS that he also prescribed other non-controlled medications, including antibiotics and Viagra, for his own use. DOCTOR WESTERFIELD further ADMITS that on many occasions he prescribed such non-controlled medications in the names of others, although they were intended for his own use.
- F. DOCTOR WESTERFIELD ADMITS that on August 9, 2000, in Fairfield County, Ohio, he was arrested and charged with twelve counts of Illegal Processing of Drug Documents in violation of Section 2925.23, Ohio Revised Code.
- G. DOCTOR WESTERFIELD STATES that on August 11, 2000, he voluntarily ceased practicing medicine. DOCTOR WESTERFIELD further STATES that he did not practice medicine from August 11, 2000 until April 2, 2001. DOCTOR WESTERFIELD further STATES that he again voluntarily ceased practicing medicine on May 2, 2001, and that he has not practiced medicine since May 2, 2001.
- H. DOCTOR WESTERFIELD ADMITS that on September 5, 2000, he presented to Shepherd Hill Hospital, a Board approved treatment provider in Newark, Ohio, for assessment and treatment for chemical dependency. DOCTOR WESTERFIELD further ADMITS that during the intake portion of the assessment, he reported his recent use history to include use of self-prescribed Elavil and Viagra, marijuana one to three times per week, and alcohol two to three times per week. DOCTOR WESTERFIELD STATES that he was told that his treatment at Shepherd Hill could require six months and cost up to \$120,000, which amount would most likely not be covered by his insurance. DOCTOR WESTERFIELD further STATES that he left Shepherd Hill the same day, on advice of counsel, with a working diagnosis of rule out dependence/abuse.
- I. DOCTOR WESTERFIELD ADMITS that on September 7, 2000, he was evaluated at Greene Hall. Although DOCTOR WESTERFIELD reported to the Greene Hall treatment team that he had an addiction to Elavil, following this one-day evaluation

he was found by the Greene Hall treatment team to require treatment for psychiatric issues, not chemical dependence.

- J. DOCTOR WESTERFIELD ADMITS that on September 14, 2000, he presented to Rosary Hall at St. Vincent Charity Hospital, a BOARD approved treatment provider in Cleveland, Ohio, for assessment. DOCTOR WESTERFIELD ADMITS that following the initial portion of the assessment process, he advised that he did not wish to continue with this assessment process and that he would be seeking assessment and presumably treatment at the Cleveland Clinic Foundation, a BOARD approved treatment provider in Cleveland, Ohio. DOCTOR WESTERFIELD ACKNOWLEDGES that because the assessment process was not completed, no diagnosis was reached and no recommendations were made.
- K. DOCTOR WESTERFIELD ADMITS that on October 2, 2000, he presented to the Cleveland Clinic for purposes of a comprehensive evaluation to determine whether he suffers from chemical dependency and/or psychiatric problems. DOCTOR WESTERFIELD further ADMITS that while at the Cleveland Clinic he was diagnosed with generalized anxiety disorder, atypical bipolar disorder, and major depressive disorder. DOCTOR WESTERFIELD further ADMITS that he remained at the Cleveland Clinic for treatment of his diagnosed conditions until November 1, 2000.

DOCTOR WESTERFIELD STATES, and the STATE MEDICAL BOARD OF OHIO is in receipt of documentation to support, that the Cleveland Clinic treatment team reported having found no evidence to support a diagnosis of chemical dependency.

DOCTOR WESTERFIELD further ADMITS that he entered into a treatment contract with Gregory Collins, M.D., of the Cleveland Clinic, on or about October 26, 2000. DOCTOR WESTERFIELD STATES that he remains in compliance with his treatment contract with Dr. Collins to date.

- L. DOCTOR WESTERFIELD ADMITS that he entered into an advocacy contract with the Ohio Physicians Effectiveness Program (OPEP) on or about March 29, 2001, and that such contract is to remain in effect for five years. DOCTOR WESTERFIELD further ADMITS that pursuant to the terms of such contract he has agreed to have all medications prescribed for him by another licensed physician whom he has informed of his recovering status and with whom he has explored alternatives to mood altering medications, and to register all prescriptions and over the counter medications with OPEP prior to ingesting them. DOCTOR

WESTERFIELD STATES that he remains in compliance with his advocacy contract with OPEP to date.

- M. SAMUEL Z. WESTERFIELD, III, M.D., ADMITS the factual and legal allegations set forth in the Notice of Immediate Suspension and Opportunity for Hearing issued by THE STATE MEDICAL BOARD OF OHIO on June 13, 2001, including that, on or about May 15, 2001, in the Court of Common Pleas of Fairfield County, Ohio, he pleaded guilty to twelve felony counts of Illegal Processing of Drug Documents, in violation of Section 2925.23, Ohio Revised Code, and was found eligible for intervention in lieu of conviction pursuant to Section 295 1.041, Ohio Revised Code. DOCTOR WESTERFIELD STATES that the prescriptions underlying the twelve counts of Illegal Processing of Drug Documents referenced in the aforementioned Notice were for non-controlled medications and were issued in the names of others, although the medications were intended for his own use.

### **AGREED CONDITIONS**

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

### **SUSPENSION OF CERTIFICATE**

1. The certificate of DOCTOR WESTERFIELD to practice medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time, but not less than six months from the effective date of this CONSENT AGREEMENT;
2. DOCTOR WESTERFIELD shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio. In addition, DOCTOR WESTERFIELD shall obey all terms of probation imposed by the Court in criminal case number 00 CR 200, and shall notify the BOARD in writing of any changes to the terms of such probation, within seven (7) days of any change;

### **Personal Use/Possession of Drugs**

3. DOCTOR WESTERFIELD 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 WESTERFIELD's history;

Releases; Quarterly Declarations and Appearances

4. DOCTOR WESTERFIELD 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 of DOCTOR WESTERFIELD for psychiatric illness, chemical abuse or dependence, or related conditions, or for purposes of complying with the 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. DOCTOR WESTERFIELD further agrees to provide the BOARD written consent permitting any treatment provider from whom he obtains treatment to notify the BOARD in the event he 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. DOCTOR WESTERFIELD 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 the CONSENT AGREEMENT becomes effective, provided that if the effective date is on or after the 16th 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. DOCTOR WESTERFIELD shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed 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. (Example: The first quarterly appearance is scheduled for February, but based upon the doctor's serious personal illness he is permitted to delay appearance until April. The next appearance will still be scheduled for May, three months after the appearance as originally scheduled.) Although the BOARD will normally give DOCTOR WESTERFIELD written notification of scheduled appearances, it is DOCTOR WESTERFIELD's responsibility to know when personal appearances

will occur. If he does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, DOCTOR WESTERFIELD shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

#### Drug & Alcohol Screens

7. The BOARD retains the right to require, and DOCTOR WESTERFIELD agrees to submit, blood or urine specimens for analysis at DOCTOR WESTERFIELD's expense upon the BOARD's request and without prior notice. DOCTOR WESTERFIELD's refusal to submit a blood or urine specimen upon request of the BOARD shall result in a minimum of one additional year of actual license suspension;

#### Psychiatric Treatment

8. DOCTOR WESTERFIELD hereby submits, and the BOARD hereby accepts, Gregory Collins, M.D., as his treating psychiatrist. In the event that Dr. Collins becomes unwilling or unable to continue as DOCTOR WESTERFIELD's treating psychiatrist, Dr. Collins shall be replaced by a psychiatrist mutually acceptable to DOCTOR WESTERFIELD and the BOARD

DOCTOR WESTERFIELD shall undergo and continue psychiatric treatment at least once every two weeks or as otherwise directed by the BOARD. DOCTOR WESTERFIELD shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered for his psychiatric disorder. DOCTOR WESTERFIELD 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. The psychiatric reports shall contain information describing DOCTOR WESTERFIELD's current treatment plan and any changes that have been made to the treatment plan since the prior report; DOCTOR WESTERFIELD's compliance with his treatment plan; DOCTOR WESTERFIELD's mental status; DOCTOR WESTERFIELD's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. DOCTOR WESTERFIELD shall ensure that his treating psychiatrist immediately notifies the Board of his failure to comply with his psychiatric treatment plan. It is DOCTOR WESTERFIELD's responsibility to ensure that quarterly reports are received in the BOARD's offices no later than the due date for DOCTOR WESTERFIELD's quarterly declaration;

Treatment Contract/Physicians Health Program

9. DOCTOR WESTERFIELD shall maintain continued compliance with the terms of the treatment contract entered into with Gregory Collins, M.D., of the Cleveland Clinic Foundation, and the terms of the advocacy contract entered into with the Ohio Physicians Effectiveness Program, or another physicians health program approved in advance by the BOARD, provided that, where terms of the treatment contract or advocacy contract conflict with terms of this CONSENT AGREEMENT, the terms of this CONSENT AGREEMENT shall control.

Further, DOCTOR WESTERFIELD shall notify the Board in writing of any changes to his treatment contract or advocacy contract, within seven (7) days of any change

**CONDITIONS FOR REINSTATEMENT**

10. The BOARD shall not consider reinstatement of DOCTOR WESTERFIELD's certificate to practice medicine and surgery unless and until all of the following conditions are met:
- a. DOCTOR WESTERFIELD shall submit an application for reinstatement, accompanied by appropriate fees, if any;
  - b. DOCTOR WESTERFIELD shall demonstrate to the satisfaction of the BOARD that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
    - i. Evidence of continuing full compliance with his treatment contract with his treating psychiatrist referenced in paragraph 8 of this CONSENT AGREEMENT;
    - ii. A written report made by the treating psychiatrist referenced in paragraph 8 of this CONSENT AGREEMENT and indicating that DOCTOR WESTERFIELD's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. This report shall include any recommendations for treatment, monitoring, or supervision of DOCTOR WESTERFIELD, and any conditions, restrictions, or limitations that should be imposed on DOCTOR

WESTERFIELD's practice. This report shall also describe the basis for such determinations.

- iii. Two written reports indicating that DOCTOR WESTERFIELD's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. The reports shall be made by individuals or providers approved by the BOARD for making such assessments and shall describe the basis for this determination.

One report shall be made by a psychiatrist, approved in advance by the BOARD, who shall conduct a psychiatric examination of DOCTOR WESTERFIELD that includes psychological and neuropsychological testing. Prior to the examination, DOCTOR WESTERFIELD shall provide the psychiatrist with copies of patient records from any evaluations and/or treatment that he has received, a copy of this Consent Agreement, and any other information which he or the BOARD deems may be appropriate or helpful to the evaluating psychiatrist. The report from the evaluating psychiatrist shall include the psychiatrist's diagnoses and conclusions; any recommendations for care, counseling, and treatment for the psychiatric diagnoses; any conditions, restrictions, or limitations that should be imposed on DOCTOR WESTERFIELD's practice; and the basis for the psychiatrist's determinations.

One report shall be made by Stephen B. Levine, M.D., or another psychiatrist knowledgeable in the area of diagnosis and treatment of sexual issues and who has been approved in advance by the BOARD, who shall conduct a psychiatric examination of DOCTOR WESTERFIELD. Prior to the examination, DOCTOR WESTERFIELD shall provide the psychiatrist with copies of patient records from any evaluations and/or treatment that he has received, a copy of this Consent Agreement, and any other information which he or the BOARD deems may be appropriate or helpful to the evaluating psychiatrist. The report from the evaluating psychiatrist shall include the psychiatrist's diagnoses and conclusions; any recommendations for care, counseling, and treatment for the psychiatric diagnoses; any conditions, restrictions, or limitations that should be imposed on DOCTOR

WESTERFIELD's practice; and the basis for the psychiatrist's determinations.

The written reports required by paragraph 10.b.iii. shall be made by psychiatrists other than the psychiatrist providing the written report required by paragraph 10.b.ii.

- c. DOCTOR WESTERFIELD shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the BOARD or, if the BOARD and DOCTOR WESTERFIELD are unable to agree on the terms of a written CONSENT AGREEMENT, then DOCTOR WESTERFIELD 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 DOCTOR WESTERFIELD'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 and, upon termination of the consent agreement or Board Order, submission to the BOARD for at least two years of annual progress reports made under penalty of BOARD disciplinary action or criminal prosecution stating whether DOCTOR WESTERFIELD has maintained sobriety.

11. In the event that DOCTOR WESTERFIELD 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 DOCTOR WESTERFIELD's fitness to resume practice.

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

12. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR WESTERFIELD 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 he currently holds any professional license. DOCTOR WESTERFIELD 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 he applies for any

professional license or reinstatement of any professional license. Further, DOCTOR WESTERFIELD shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

13. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR WESTERFIELD shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, DOCTOR WESTERFIELD shall 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.

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, DOCTOR WESTERFIELD 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**

DOCTOR WESTERFIELD 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.

DOCTOR WESTERFIELD 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.

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

**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.

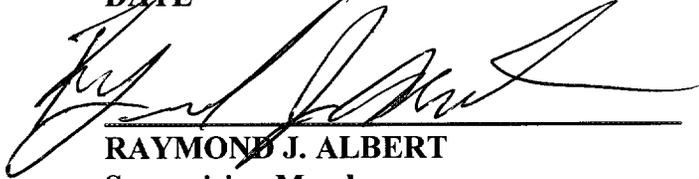
  
\_\_\_\_\_  
SAMUEL A. WESTERFIELD, III, M.D.

  
\_\_\_\_\_  
ANAND G. GARG, M.D.  
Secretary

29 August / 01  
DATE

  
\_\_\_\_\_  
ARA MEKHJIAN, ESQ.  
Attorney for Dr. Westerfield

09/12/01  
DATE

  
\_\_\_\_\_  
RAYMOND J. ALBERT  
Supervising Member

8/28/01  
DATE

9/12/01  
DATE

  
\_\_\_\_\_  
REBECCA J. ALBERS, ESQ.  
Assistant Attorney General

9/12/01  
DATE



# State Medical Board of Ohio

77 S. High Street, 17th Floor • Columbus, Ohio 43266-0315 • 614/ 466-3934 • Website: [www.state.oh.us/med/](http://www.state.oh.us/med/)

## NOTICE OF IMMEDIATE SUSPENSION AND OPPORTUNITY FOR HEARING

June 13, 2001

Samuel Zazachilds Westerfield, III, M.D.  
619 N. Maple  
Lancaster, Ohio 43130

Dear Doctor Westerfield:

In accordance with Sections 2929.24 and/or 3719.12, Ohio Revised Code, the Office of the Prosecuting Attorney of Fairfield County, Ohio, reported that on or about May 15, 2001, in the Court of Common Pleas of Fairfield County, Ohio, you pleaded guilty to twelve felony counts of Illegal Processing of Drug Documents, in violation of Section 2925.23, Ohio Revised Code, and were found eligible for intervention in lieu of conviction pursuant to Section 2951.041, 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 May 15, 2001, in the Court of Common Pleas of Fairfield County, Ohio, you pleaded guilty to twelve felony counts of Illegal Processing of Drug Documents, in violation of Section 2925.23, Ohio Revised Code, and were found eligible for intervention in lieu of conviction pursuant to Section 2951.041, Ohio Revised Code. Copies of the Bill of Information and the Entry Granting Defendant's Motion for Intervention in Lieu of Conviction are attached hereto and incorporated herein.

*Mailed 6-14-01*

Suspension

SAMUEL ZAZACHILDS WESTERFIELD, III, M.D.

Page 2

Your pleas of guilty and/or the judicial finding of eligibility for intervention in lieu of conviction, as alleged in paragraph (1) above, individually and/or collectively, constitute “[a] plea of guilty to, a judicial finding of guilt of, or a judicial finding of eligibility for intervention in lieu of conviction for, a felony,” as that clause is used in Section 4731.22(B)(9), 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, if you timely request a hearing, 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, permanently revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery or to reprimand or place you on probation.

Please note that, whether or not you request a hearing, Section 4731.22(L), Ohio Revised Code, effective March 9, 1999, provides that “[w]hen the board refuses to grant a certificate to an applicant, revokes an individual’s certificate to practice, refuses to register an applicant, or refuses to reinstate an individual’s certificate to practice, the board may specify that its action is permanent. An individual subject to a permanent action taken by the board is forever thereafter ineligible to hold a certificate to practice and the board shall not accept an application for reinstatement of the certificate or for issuance of a new certificate.”

Copies of the applicable sections are enclosed for your information.

Very truly yours,

A handwritten signature in black ink, appearing to read "Anand G. Garg". The signature is stylized and written in a cursive-like font.

Anand G. Garg, M.D.  
Secretary

Suspension  
SAMUEL ZAZACHILDS WESTERFIELD, III, M.D.  
Page 3

AGG/lsg

Enclosures

CERTIFIED MAIL # 7000 0600 0024 5140 6021  
RETURN RECEIPT REQUESTED

cc: David W. Grauer, Esq.  
Squire, Sanders & Dempsey  
1300 Huntington Center  
41 South High Street  
Columbus, Ohio 43215-6197

CERTIFIED MAIL # 7000 0600 0024 5140 6052  
RETURN RECEIPT REQUESTED

Ara Mekhjian, Esq.  
Squire, Sanders & Dempsey  
1300 Huntington Center  
41 South High Street  
Columbus, Ohio 43215-6197

CERTIFIED MAIL # 7000 0600 0024 5140 6069  
RETURN RECEIPT REQUESTED

FILED

2000 NOV 16 AM 8:08

RON BALSER  
CLERK OF COURTS  
FAIRFIELD CO. OHIO**INFORMATION**  
(By Prosecuting Attorney)

(Rev. Code 2941.03, .05, .35; Ohio Const. 1:10)

**THE STATE OF OHIO,  
COUNTY OF FAIRFIELD, ss:****COURT OF COMMON PLEAS OF FAIRFIELD COUNTY, OHIO  
November 15, 2000**

The undersigned, the duly elected and qualified Prosecuting Attorney of said County in the name and by the authority of the State of Ohio, by way of **Information** says that **SAMUEL Z. WESTERFIELD, III**, on or about the 22<sup>nd</sup> day of December, 1997, at the County of Fairfield, State of Ohio,

unlawfully, did, intentionally make, utter, or sell, or knowingly possess a false or forged prescription, the drug involved being a dangerous drug, to-wit: Amitriptyline, Prescription No. 600281, in violation of Section 2925.23 of the Ohio Revised Code. **ILLEGAL PROCESSING OF DRUG DOCUMENTS - F5**

**SECOND COUNT:** On or about the 12<sup>th</sup> day of February, 1998, in the County of Fairfield and State of Ohio, one SAMUEL Z. WESTERFIELD, III, unlawfully, did, intentionally make, utter, or sell, or knowingly possess a false or forged prescription, the drug involved being a dangerous drug, to-wit: Amitriptyline, Prescription No. 605161, in violation of Section 2925.23 of the Ohio Revised Code. **ILLEGAL PROCESSING OF DRUG DOCUMENTS - F5**

**THIRD COUNT:** On or about the 12<sup>th</sup> day of February, 1998, in the County of Fairfield and State of Ohio, one SAMUEL Z. WESTERFIELD, III, unlawfully, did, intentionally make, utter, or sell, or knowingly possess a false or forged prescription, the drug involved being a dangerous drug, to-wit: Cefaclor, Prescription No. 605160, in violation of Section 2925.23 of the Ohio Revised Code. **ILLEGAL PROCESSING OF DRUG DOCUMENTS - F5**

**FOURTH COUNT:** On or about the 26<sup>th</sup> day of March, 1998, in the County of Fairfield and State of Ohio, one SAMUEL Z. WESTERFIELD, III, unlawfully, did, intentionally make, utter, or sell, or knowingly possess a false or forged prescription, the drug involved being a dangerous drug, to-wit: Amitriptyline, Prescription No. 609454, in violation of Section 2925.23 of the Ohio Revised Code. **ILLEGAL PROCESSING OF DRUG DOCUMENTS - F5**

**FIFTH COUNT:** On or about the 26<sup>th</sup> day of March, 1998, in the County of Fairfield and State of Ohio, one SAMUEL Z. WESTERFIELD, III, unlawfully, did, intentionally make, utter, or sell, or knowingly possess a false or forged prescription, the drug involved being a dangerous drug, to-wit: Amoxicillin, Prescription No. 609455, in violation of Section 2925.23 of the Ohio Revised Code. ILLEGAL PROCESSING OF DRUG DOCUMENTS - F5

**SIXTH COUNT:** On or about the 21<sup>st</sup> day of May, 1998, in the County of Fairfield and State of Ohio, one SAMUEL Z. WESTERFIELD, III, unlawfully, did, intentionally make, utter, or sell, or knowingly possess a false or forged prescription, the drug involved being a dangerous drug, to-wit: Amitriptyline, Prescription No. 614588, in violation of Section 2925.23 of the Ohio Revised Code. ILLEGAL PROCESSING OF DRUG DOCUMENTS - F5

**SEVENTH COUNT:** On or about the 13<sup>th</sup> day of August, 1998, in the County of Fairfield and State of Ohio, one SAMUEL Z. WESTERFIELD, III, unlawfully, did, intentionally make, utter, or sell, or knowingly possess a false or forged prescription, the drug involved being a dangerous drug, to-wit: Amitriptyline, Prescription No. 621678, in violation of Section 2925.23 of the Ohio Revised Code. ILLEGAL PROCESSING OF DRUG DOCUMENTS - F5

**EIGHTH COUNT:** On or about the 28<sup>th</sup> day of January, 2000, in the County of Fairfield and State of Ohio, one SAMUEL Z. WESTERFIELD, III, unlawfully, did, intentionally make, utter, or sell, or knowingly possess a false or forged prescription, the drug involved being a dangerous drug, to-wit: Zithromax (Z-Pak), Prescription No. 6101950, in violation of Section 2925.23 of the Ohio Revised Code. ILLEGAL PROCESSING OF DRUG DOCUMENTS - F5

**NINTH COUNT:** On or about the 15<sup>th</sup> day of May, 2000, in the County of Fairfield and State of Ohio, one SAMUEL Z. WESTERFIELD, III, unlawfully, did, intentionally make, utter, or sell, or knowingly possess a false or forged prescription, the drug involved being a dangerous drug, to-wit: Viagra, Prescription No. 6135072, in violation of Section 2925.23 of the Ohio Revised Code. ILLEGAL PROCESSING OF DRUG DOCUMENTS - F5

**TENTH COUNT:** On or about the 8<sup>th</sup> day of June, 2000, in the County of Fairfield and State of Ohio, one SAMUEL Z. WESTERFIELD, III, unlawfully, did, intentionally make, utter, or sell, or knowingly possess a false or forged prescription, the drug involved being a dangerous drug, to-wit: Clariton, Prescription No. 6141647, in violation of Section 2925.23 of the Ohio Revised Code. ILLEGAL PROCESSING OF DRUG DOCUMENTS - F5

**ELEVENTH COUNT:** On or about the 2<sup>nd</sup> day of August, 2000, in the County of Fairfield and State of Ohio, one SAMUEL Z. WESTERFIELD, III, unlawfully, did, intentionally make, utter, or sell, or knowingly possess a false or forged prescription, the drug involved being a dangerous drug, to-wit: Viagra, Prescription No. 6681840, in violation of Section 2925.23 of the Ohio Revised Code. ILLEGAL PROCESSING OF DRUG DOCUMENTS - F5

**TWELFTH COUNT:** On or about the 2<sup>nd</sup> day of August, 2000, in the County of Fairfield and State of Ohio, one SAMUEL Z. WESTERFIELD, III, unlawfully, did, intentionally make, utter, or sell, or knowingly possess a false or forged prescription, the drug involved being a dangerous drug, to-wit: Viagra, Prescription No. 6156284, in violation of Section 2925.23 of the Ohio Revised Code. **ILLEGAL PROCESSING OF DRUG DOCUMENTS - F5**

Contrary to the form of the statute in such case made and provided, and against the peace and dignity of the State of Ohio.

**DAVID L. LANDEFELD  
PROSECUTING ATTORNEY  
FAIRFIELD COUNTY, OHIO**

By   
David L. Landefeld  
Prosecuting Attorney  
Fairfield County, Ohio  
Registration No. 0000627

THE STATE OF OHIO, FAIRFIELD COUNTY, SS:

The undersigned being duly sworn says that the statements contained in the foregoing Information are true as he verily believes.

*David L. Landefeld*  
David L. Landefeld, Prosecuting Attorney

Sworn to before me and subscribed in my presence this 15th day of November, 19 2000.

*Rhonda L. Norris*  
Rhonda L. Norris  
Notary Public, State of Ohio  
My Commission Expires January 10, 2001

THE STATE OF OHIO, FAIRFIELD COUNTY, SS: I, Ron Balsler, Clerk of the Court of Common Pleas, in and for said County, do hereby certify that the within and foregoing is a full, true and correct copy of the original Information, together with the endorsements thereon, now on file in my office.

WITNESS my signature and the seal of said Court, this 16 day of Nov.

RON BALSER, CLERK

By *Catherine B. Blaser*  
DEPUTY CLERK

CLERK'S CERTIFICATE

The State of Ohio, Fairfield County, ss:

I, the undersigned Clerk of Courts of said county, hereby certify that the foregoing is a true and correct copy of the original Bill of

*Chiyamatsu* filed with me Nov 16, 2000  
WITNESS my hand and official seal this 17 day of Nov, 2001

*Ron Balsler*  
Clerk of Courts

By *Catherine B. Blaser*  
Deputy

On this 15 day of Nov, 19 2000, the Defendant herein was arraigned and pleas Guilty

R.C. 2925.23 - 12 counts

NO. 2000-CR-0200

Crim. Doc. Page  
Record Page

COMMON PLEAS COURT  
FAIRFIELD COUNTY, OHIO

THE STATE OF OHIO

-vs-

SAMUEL Z. WESTERFELD, III

INFORMATION FOR:

ILLEGAL PROCESSING OF  
DRUG DOCUMENTS - 12 cts.

Filed 19

By David L. Landefeld  
Deputy Clerk

Prosecuting Attorney

ORIGINAL

IN THE COURT OF COMMON PLEAS, FAIRFIELD COUNTY, OHIO

FILED

STATE OF OHIO,

2001 MAY 23 PM 1:57

PLAINTIFF,

VS.

RON BALSER  
CLERK OF COURTS  
FAIRFIELD CO., OHIO  
CASE NO.: 00 CR 200

SAMUEL WESTERFIELD,

JUDGE LUSE

DEFENDANT.

***ENTRY GRANTING DEFENDANT'S MOTION FOR INTERVENTION IN LIEU OF CONVICTION AND FOR RETURN OF CERTAIN PROPERTY***

On May 15, 2001, the court heard two motions filed by the defendant, a Motion for Intervention in Lieu of Conviction pursuant to Ohio Revised Code §2951.041, and a Motion for Return of Certain Property seized upon the search of the defendant's residence. The defendant was present for the hearing represented by Attorney James M. Linehan. The State of Ohio was presented by Attorney David L. Landefeld.

In regards to the defendant's Motion for Intervention in Lieu of Conviction, the court hereby finds the following:

1. The offender previously has not been convicted of or pleaded guilty to a felony, has not previously been granted intervention in lieu of conviction, and is charged with a felony for which the court, upon conviction, would impose sentence under Division B(2)(b) of §2919.13.

2. The offenses charged are not felonies of the first, second, or third degree, are not offenses of violence, are not violations of Division A(1) or (2) of §2903.06, are not violations of Division A(1) of §2903.08, and are not violations of Division A of §4911.19, and are not offenses for which a sentencing court is required to impose a mandatory prison term, a mandatory term of local incarceration, or a mandatory term of imprisonment in a jail.



**LINEHAN & ASSOC.**

A Legal Professional Association

JAMES M. LINEHAN  
MARGARET A. SMITH



**LINEHAN  
& ASSOC.**

A Legal Professional  
Association

JAMES M. LINEHAN  
MARGARET A. SMITH

3. The offender is not charged with a violation of §2925.02, §2925.03, §2925.04, §2925.06, or §2925.11 of the Revised Code that is a felony of the first, second, or third degree.

4. The offender is not charged with a violation of §2925.11 of the Revised Code that is a felony of the fourth degree.

5. The petitioner has been assessed by an appropriate licensed provider, certified facility, or licensed and credentialed professional, specifically by Dr. Gregory Collins, M.D., Section Head of the Alcohol and Drug Recovery Center, Department of Psychiatry and Psychology for the Cleveland Clinic Foundation in Cleveland, Ohio. The court finds that the petitioner has been evaluated by Dr. Collins for the purpose of determining the offenders eligibility for intervention in lieu of conviction and that Dr. Collins has made the determination that the petitioner is eligible and has recommended an appropriate intervention plan which is hereby reviewed and approved by the court.

6. The petitioner's drug usage was a factor leading to the criminal offense with which the offender is charged. Intervention in lieu of conviction would not demean the seriousness of the offense. Intervention would substantially reduce the likelihood of any future criminal activity.

7. There were no alleged victims of the offense alleged to be sixty-five (65) years of age or older, permanently or totally disabled, under thirteen (13) years of age, or a peace officer engaged in the officer's official duties at the time of the alleged offense.

8. The petitioner is willing to comply with all terms and conditions imposed by the court pursuant to Division D of §2951.041.

The court, therefore, found that the defendant is eligible for intervention in lieu of conviction. Upon so finding, the defendant then withdrew his previously entered pleas of not



**LINEHAN & ASSOC.**

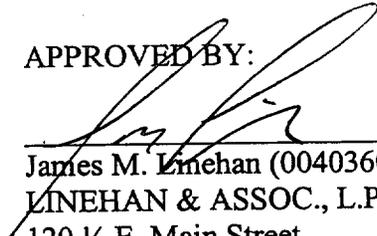
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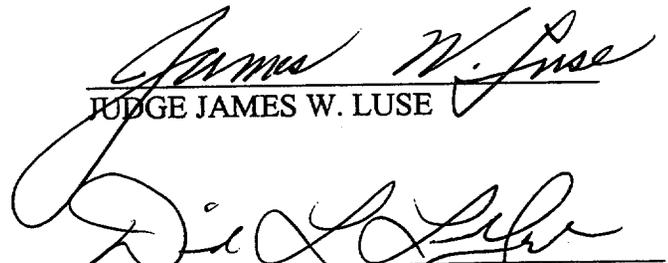
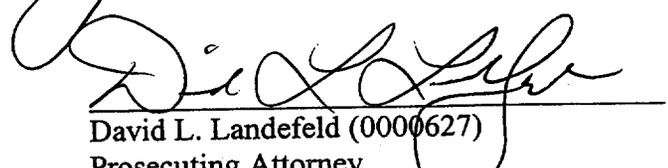
JAMES M. LINEHAN  
MARGARET A. SMITH

guilty to the Bill of Information and entered pleas of guilty to each count in the Bill of Information. The defendant and his counsel explicitly waives his right to a speedy trial. The court placed the defendant under the general control and supervision of the Fairfield County Probation Department for a period not to exceed two (2) years. The defendant shall continue his treatment plan through Dr. Gregory Collins and all other mental health providers. The defendant is to pay the cost of prosecution of the case as determined by the Fairfield County Clerk of Courts.

In regards to the defendant's Motion for the Return of Property, the parties have reached an agreement that the State will return to the defendant all seized items which were not contraband, and which belong to the defendant. Both the State and the defendant will attempt to meet for the return of all applicable items of property. In the event that the parties cannot reach an agreement as to the appropriate items, either may petition the court.

APPROVED BY:

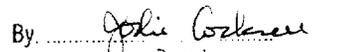
  
James M. Linehan (0040360)  
LINEHAN & ASSOC., L.P.A.  
120 1/2 E. Main Street  
Lancaster, Ohio 43130  
(740) 681-9290; (740) 681-9634  
Attorney for Defendant

  
JUDGE JAMES W. LUSE  
  
David L. Landefeld (0000627)  
Prosecuting Attorney  
201 S. Broad Street, 4<sup>th</sup> floor  
Lancaster, Ohio 43130  
(740) 653-4259

CLERK'S CERTIFICATE

The State of Ohio, Fairfield County, ss:

I, the undersigned Clerk of Courts of said county, hereby certify that the foregoing is a true and correct copy of the original *Entry* filed with me *May 23, 2001*.  
WITNESS my hand and official seal this *24* day of *May*, 20 *01*.

  
Ron Balsen  
Clerk of Courts  
By:   
Jodie Gozler  
Deputy

IN THE COURT OF COMMON PLEAS OF FAIRFIELD COUNTY, OHIO

State of Ohio,

TREATMENT IN LIEU OF CONVICTION

vs.

STIPULATIONS AND AGREEMENTS

Samuel Z. Westerfield III

CASE NO. 00-CR-200

Defendant.

It appears to the satisfaction of the Court that the character of the Defendant and the circumstances of the case are such that the Defendant is not likely to engage in an offensive course of conduct, if he will conform to certain terms and conditions set forth hereinafter, and the public good does not demand or require that said Defendant be immediately incarcerated; thereupon, the execution of sentence upon said Defendant is hereby suspended and said Defendant is placed on community control for a period of 2 years if said Defendant agrees to accept the terms, stipulations and agreements of said sanctions as stated hereinafter:

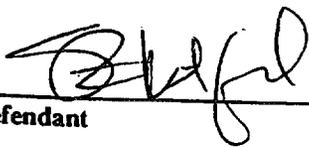
1. You are not to leave the State of Ohio without the written consent of the Court.
2. You are to notify the Court before you change your address.
3. You are to maintain regular employment. You are to furnish a good day's work for your employer. You are not to quit your job nor change your employment without the prior consultation with and approval of this Court.
4. You are to support and care for yourself and all other persons for whose support you are legally responsible.
5. You are to maintain good behavior, conduct yourself in a proper manner at all times, and obey all laws of the State, laws of the United States and all local laws.
6. You are to be in your home by ten o'clock every night and are not to leave home before five o'clock in the morning, unless your employment (as it appears in our records) requires otherwise.
7. You are not, without the consent of the Court, to associate with persons of bad reputation, those with criminal records, or on parole; and you are not to associate with any person or persons who may cause you to weaken in your efforts to live an honest, law-abiding and useful life.
8. You are to report to the Court in person as directed by your community control officer, or at such times and by such means as the Court or your community control officer may direct.....

If, for any unavoidable reasons you are unable to report at the time indicated, communicate with the community control officer without delay.

Telephone .....687-7048

  
\_\_\_\_\_  
Defendant

9. You are not to own or operate a motor vehicle or secure a driver's or operator's license without first obtaining the permission of this Court. If such permission is granted, you shall immediately submit to this Court for its records: (1) your operator's license, (2) the Certificate of Title (3) the license number (4) the vehicle registration and (5) your insurance policy for any such vehicle. You are to notify the Court before any changes are made to the above and keep the Court informed of such changes without delay.
10. You are to pay a fine in the amount of \$ \_\_\_\_\_, plus the court costs. You are to make complete restitution to all parties injured or damaged by your conduct. The amount of restitution, as determined by the Court, will include a poundage fee of 2%. You will also pay supervision fees, as ordered by the Court, not to exceed \$50.00 per month. Your community control officer will work out a payment schedule with you, which you will be expected to follow.
11. Defendant is to spend \_\_\_\_\_ days/months in the Fairfield County Jail.
12. Defendant is to spend \_\_\_\_\_ days in Community Service.
13. You are not to have any firearms or dangerous weapons or ordnances in your possession at any time.
14. You shall not provide false information or withhold information from the Court or any community control officer.
15. You shall complete a literacy program, if required, and obtain your high school diploma or GED if you have not graduated from high school.
16. You will comply with any changes or additional terms imposed upon you by agreement or order of the Court during the period of your community control. The right to impose changes, additions, special conditions and further instructions beyond the terms herein specified and outlined, is fully and completely reserved to the Court. Such changes shall be in writing and shall become a part of the sanctions of your community control.
17. You are not to become intoxicated or go to places where intoxicating beverages are sold as a major part of their business. You are not to use narcotics, illegal or habit forming drugs without a doctor's prescription. You are to avoid persons who possess, use or sell such drugs and places where such drugs are illegally possessed, sold or used.
18. You are ordered to submit to any type of counseling, testing and/or treatment, at your cost, as may be ordered by the Court or the Community Control Officer. Pursuant to Section 2949.11 of the Ohio Revised Code, Drug Testing fees will be paid directly to the County Probation Fund to offset the expense of urinalysis testing. Testing fees shall be paid at the time of each test as administered.
19. Comply with Treatment program marked as Exhibit A - with the exception of No Alcohol. Exhibit A's contract entered into by Def. and Dr. Collins of the Cleveland Clinic.

  
\_\_\_\_\_  
Defendant

STIPULATIONS AND AGREEMENTS

A. I have read the "Community Control Sanctions". I fully understand the terms thereof and I accept community control and agree to abide by the terms stated herein.

B. I furthermore agree to permit the Court, or the person in charge of community control in this Court and their agents appointed by them, to completely investigate and check my activities.

C. I furthermore consent to my being questioned by any probation officer and I consent to and shall submit to a search of myself and my property at any time by such officers.

D. I furthermore consent to any entry upon my motor vehicle operator's license as to the fact of my having been placed on community control by this Court, together with the period of my community control.

E. I furthermore authorize any police officer or a person having charge of community control matters who has knowledge of or observes any violations of the terms of my community control, to apprehend me and take me into custody for said violations and present my case in a timely manner before this Court as a community control violator.

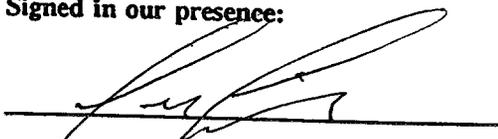
F. I furthermore agree, if the Court shall so direct, that I will submit myself to and cooperate with a psychiatrist, medical doctor or other medical or psychological specialist. I hereby agree to pay for said services and I do hereby authorize and direct said doctor, psychiatrist or other medical specialist to submit a complete report of his findings, prognosis and recommendations to this Court.

G. I further understand that failure to adhere strictly to the terms, stipulations and agreements of community control could result in the termination of said community control and being sentenced to a term in prison based upon my conviction.

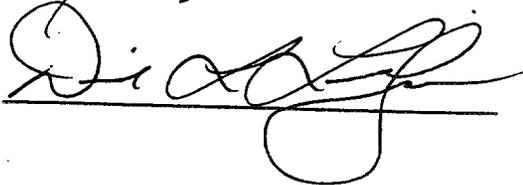
Signed in our presence:

Date:

5/15/01



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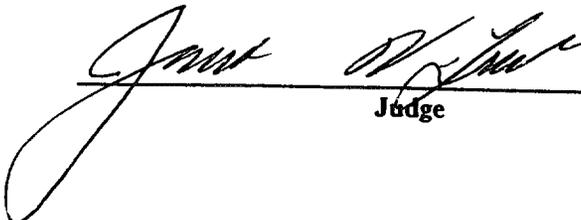


Defendant

The Defendant herein, having accepted community control sanctions, the stipulations and agreements indicated above, is hereby placed on community control for a period of 2 years.

Date:

5-15-01



Judge

