

**PROBATIONARY  
CONSENT AGREEMENT  
BETWEEN  
AKI SEFARO PURYEAR, M.D.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Puryear 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 violation of Section 4731.22(B)(26), Ohio Revised Code, "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice;" Section 4731.22(B)(10), Ohio Revised Code, based upon "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed," to wit: Deception to Obtain a Dangerous Drug, Section 2925.22, Ohio Revised Code; and/or Section 4731.22(B)(5), Ohio Revised Code, "[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatry, or a limited branch of medicine; or in securing or attempting to secure any certificate to practice or certificate of registration issued by the board."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(B)(5), (10), and (26), Ohio Revised Code, as set forth in Paragraphs E and F 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 Consent Agreement.

- C. On or about October 15, 2002, Dr. Puryear submitted an application for a license to practice medicine and surgery in the State of Ohio. Such application remains pending to date.
- D. Dr. Puryear states that he is licensed to practice medicine and surgery in the States of Delaware and Michigan, where his licenses are currently monitored, respectively, in association with the Delaware Physician's Health Committee and the Michigan Health Professional Recovery Program.
- E. Dr. Puryear admits that in or about February 2002, he submitted an initial application for a license to practice medicine and surgery in Ohio, and that his subsequent request to withdrawal such application was accepted by the Board on or about July 10, 2002, [July 2002 Withdrawal]. In the July 2002 Withdrawal, Dr. Puryear made certain admissions including that he had been diagnosed with opiate dependence; that during his surgical residency and orthopedic surgery fellowship, he had engaged in numerous methods to obtain controlled substances for self-use including consuming excess controlled substances prescribed to others, self-prescribing, prescribing in the names of family members and fictitious patients, and prescribing in the names of family members and fictitious patients by using another physician's name without that physician's knowledge; and that he had entered out-patient treatment for chemical dependence during the same month he submitted his application.

In the July 2002 Withdrawal, Dr. Puryear further admitted that although his application had indicated his prior drug use and treatment for chemical dependence, it did not disclose any criminal charges related to his illegal drug use, as none were pending against him at that time; and that he failed to take affirmative action to inform the Board, as required, that he had since been arrested and charged with Criminal Impersonation, a misdemeanor, in violation of Del. Code, Title 11, § 907(1), and Obtaining a Controlled Substance by Forgery, a felony, in violation of Del. Code, Title 16, § 4756(a). The July 2002 Withdrawal noted that upon being questioned by Board staff as to whether any criminal charges had been initiated related to his illegal drug use, Dr. Puryear fully cooperated in providing all information concerning both the criminal investigation and his ongoing involvement with a court-affiliated drug diversion program. A copy of the aforementioned July 2002 Withdrawal is attached hereto and incorporated herein.

- F. Dr. Puryear admits that his current diagnosis is opiate dependence, in full and sustained remission, and attests that he has maintained uninterrupted sobriety since January 22, 2002. Dr. Puryear further admits that he entered intensive out-patient treatment for his chemical dependence at PACE, a treatment provider in Wilmington, Delaware, on or about February 13, 2002, and was discharged, treatment complete, on

or about May 16, 2002. Dr. Puryear further admits that he entered into a monitoring agreement with the Delaware Physician's Health Committee on or about February 11, 2002, and that he entered into an out-of-state monitoring agreement with the Michigan Health Professional Recovery Program on or about July 29, 2002. Dr. Puryear states, and the Board acknowledges receipt of information to support, that since being discharged from PACE, he has remained compliant with his recovery plan and subsequent Aftercare Contract with his treatment provider, as well as with the two aforementioned monitoring agreements, including participating in AA meetings on at least a weekly basis and submitting to random urine screens. In addition, Dr. Puryear states, and the Board acknowledges, that Christopher Adelman, M.D. of St. Vincent Charity Hospital, a Board approved treatment provider in Cleveland, Ohio, and Robert Liebelt, M.D. of St. Thomas Hospital, a Board approved treatment provider in Akron, Ohio, have provided written reports indicating that Dr. Puryear's ability to practice has been assessed and that he has been found capable of practicing medicine and surgery according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place.

Dr. Puryear admits that in the Superior Court of the State of Delaware in and for New Castle County, on or about July 11, 2002, the court granted his request for participation in a drug diversion program in lieu of conviction for the aforementioned criminal charges. Dr. Puryear further admits that following his successful completion of such drug diversion program, the criminal charges pending against him were dismissed by the court on or about August 8, 2002.

### **AGREED CONDITIONS**

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Dr. Puryear shall be GRANTED a certificate to practice medicine and surgery in the State of Ohio, upon receipt of all necessary and appropriate documentation, and that Dr. Puryear knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Puryear shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Puryear shall submit quarterly declarations under penalty of Board disciplinary action or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which this Consent Agreement becomes effective. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.

3. Dr. Puryear shall appear in person for an interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.
4. In the event that Dr. Puryear should leave Ohio for three continuous months, or reside or practice outside the State, Dr. Puryear 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. Puryear 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 OF REHABILITATION AND TREATMENT**

### **Drug Associated Restrictions**

6. Dr. Puryear shall keep a log of all controlled substances prescribed. Such log shall be submitted, in the format approved by the Board, thirty days prior to Dr. Puryear's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Puryear shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Puryear shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 8 below) any controlled substances as defined by state or federal law. In the event that the Board agrees at a future date to modify this Consent Agreement to allow Dr. Puryear to administer or personally furnish controlled substances, Dr. Puryear shall keep a log of all controlled substances prescribed, administered or personally furnished. Such log shall be submitted in the format approved by the Board thirty days prior to Dr. Puryear's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Puryear shall make his patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board upon request.

### **Sobriety**

8. Dr. Puryear 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. Puryear's history of chemical dependency.
9. Dr. Puryear shall abstain completely from the use of alcohol.

### **Drug and Alcohol Screens/Supervising Physician**

10. Dr. Puryear shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Puryear shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board.

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

Dr. Puryear shall ensure that the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, as set forth in the materials provided by the Board to the supervising physician, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, whether all urine screens have been negative, and whether the supervising physician remains willing and able to continue in his or her responsibilities.

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

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

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

### **Monitoring Physician**

12. Before engaging in any medical practice, Dr. Puryear 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. Puryear and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Puryear and his medical practice, and shall review Dr. Puryear'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. Puryear and his medical practice, and on the review of Dr. Puryear's patient charts. Dr. Puryear 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. Puryear's quarterly declaration.

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Puryear must immediately so notify the Board in writing. In addition, Dr. Puryear 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. Puryear 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.

### **Rehabilitation Program**

13. Within thirty days of the effective date of this Consent Agreement, Dr. Puryear shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Puryear shall submit acceptable documentary evidence of continuing compliance with this program which must be received in the Board's offices no later than the due date for Dr. Puryear's quarterly declarations.

#### **Aftercare**

14. Dr. Puryear shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.
15. Dr. Puryear shall maintain continued compliance with the terms of the aftercare contract entered into with his treatment provider, provided that, where terms of the aftercare contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

#### **Releases**

16. Dr. Puryear shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treatment provider to the Board, to 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**

17. Within thirty days of the effective date of this Consent Agreement, Dr. Puryear 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. Puryear 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.
18. Within thirty days of the effective date of this Consent Agreement, Dr. Puryear 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. Puryear 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. Puryear 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. Puryear 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. Puryear has violated any term, condition or limitation of this Consent Agreement, Dr. Puryear 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. Puryear shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Puryear 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.

### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

Dr. Puryear 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. Puryear 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. Puryear 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.

  
AKI SEFARO PURYEAR, M.D.

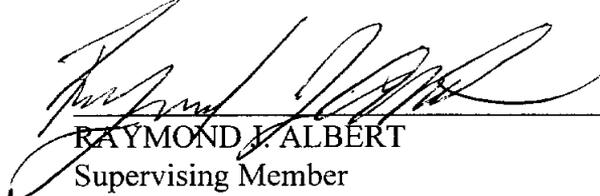
03/17/03  
DATE

KPB-J-RS  
KEVIN BYERS, ESQ.  
Attorney for Dr. Puryear

3/21/03  
DATE

  
ANAND G. GARG, M.D.  
Secretary

4/2/03  
DATE

  
RAYMOND J. ALBERT  
Supervising Member

4/2/03  
DATE

Rebecca Marshall  
REBECCA J. MARSHALL, ESQ.  
Enforcement Coordinator

03/21/03  
DATE

## **REQUEST FOR WITHDRAWAL OF APPLICATION FOR MEDICAL LICENSURE**

I, Aki Sefaro Puryear, M.D., hereby request that my pending application for a certificate to practice medicine and surgery in the State of Ohio be withdrawn.

I stipulate and agree that I am taking the action described herein in lieu of formal disciplinary proceedings pursuant to Sections 4731.22(B)(5), (B)(10), and (B)(26), Ohio Revised Code, based upon the following facts:

I have been diagnosed with opiate dependence, currently in remission, and my drug of choice is hydrocodone. From January 1998 through January 2002, during my surgical residency and orthopedic surgery fellowship, I engaged in numerous methods to obtain controlled substances for self-use including consuming excess controlled substances prescribed to others, self-prescribing, prescribing in the names of family members and fictitious patients, and prescribing in the names of family members and fictitious patients by using another physician's name without that physician's knowledge. I entered out-patient treatment for chemical dependence in February 2002, filing an application to practice medicine and surgery in the State of Ohio a few days thereafter.

Although my application indicated my prior illegal drug use and recent treatment for chemical dependence, it did not disclose any criminal charges related to my illegal drug use, as none were pending against me at the time the application was submitted. However, despite initiating telephone calls to inquire about the ongoing status of my application and sending a supplemental letter regarding my treatment progress, I failed to take affirmative action to inform the Board, as required, that I had since been arrested and charged with Criminal Impersonation, a misdemeanor, in violation of Del. Code, Title 11, § 907(1); and obtaining a Controlled Substance by Forgery, a felony, in violation of Del. Code, Title 16, § 4756(a). However, upon being questioned by Board staff as to whether any criminal charges had been initiated related to my illegal drug use, I fully cooperated in providing all information concerning both the criminal investigation and my ongoing involvement with a court-affiliated drug diversion program, which if successfully completed, will eliminate the aforementioned charges from my record.

I, Aki Sefaro Puryear, M.D., acknowledge that in the event that I again apply for a certificate to practice medicine and surgery in Ohio, the State Medical Board of Ohio may, based upon the violations of Section 4731.22(B)(5), (B)(10), and/or (B)(26), Ohio Revised Code, as set forth above, or upon any other legal basis, deny my request for licensure or, if a license is granted to me at that time, place terms, conditions, and limitations on such license.

Withdrawal of Application

Aki Sefaro Puryear, M.D.

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In addition, I agree that in the event that I again apply for a certificate to practice medicine and surgery in the State of Ohio, the State Medical Board of Ohio shall have full authority to investigate any matters pertinent to my application, including but not limited to, my ability to practice medicine according to acceptable and prevailing standards of care and any criminal, civil, administrative, and/or disciplinary matters concerning me regardless of whether such investigation relates to the facts stipulated above or any of my other acts, conduct, and/or omissions, either presently known or unknown to the Board, and irrespective of whether such investigation concerns matters that have occurred in the past or arise in the future. I further agree that, as part of any future application process, I will authorize release to the State Medical Board of Ohio of any and all documents related to my compliance with and/or monitoring by any agency responsible for regulating the practice of medicine and surgery in another jurisdiction; physicians health committee or other chemical dependency aftercare program; and health care provider, including but not limited to, treatment related to alcohol or chemical dependence; as well as any and all documents related to my court orders and/or my participation in any drug diversion program.

I, Aki Sefaro Puryear, M.D., hereby release the State Medical Board of Ohio, its members, employees, agents and officers, jointly and severally, from any and all liability arising from the within matter.

It is understood and agreed that this Request for Withdrawal of Application 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. I, Aki Sefaro Puryear, M.D., agree to provide my social security number to the Board and hereby authorize the Board to utilize that number in conjunction with that reporting.

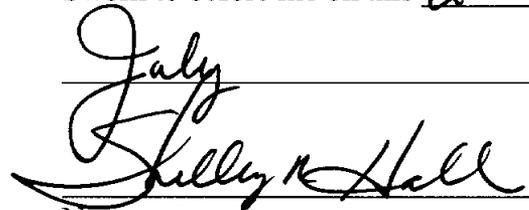
Further, this Request for Withdrawal of Application shall be accepted and become effective upon the last date of signature below.

  
\_\_\_\_\_  
Signature

(SEAL)

Sworn to before me on this 2<sup>nd</sup> day of

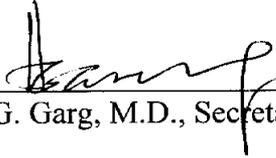
July, 2002.

  
\_\_\_\_\_  
Notary

KPB/FS  
Kevin P. Byers, Attorney for Dr. Puryear

7/5/02  
Date

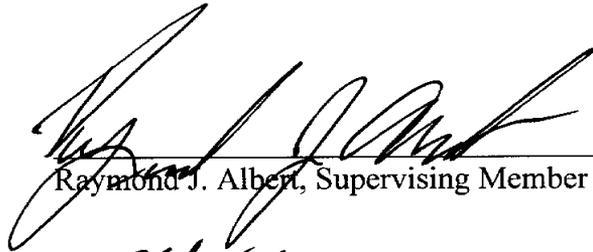
Accepted by the State Medical Board of Ohio:



\_\_\_\_\_  
Anand G. Garg, M.D., Secretary

07/10/02

\_\_\_\_\_  
Date



\_\_\_\_\_  
Raymond J. Albert, Supervising Member

7/8/02

\_\_\_\_\_  
Date