

STATE MEDICAL BOARD

2000 NOV 26 P 3:31

**CONSENT AGREEMENT
BETWEEN
WILLIAM E. TIEMANN, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Tiemann 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," and/or Section 4731.22(B)(22), Ohio Revised Code, "[a]ny of the following actions taken by the agency responsible for regulating the practice of medicine and surgery, osteopathic medicine and surgery, podiatric medicine and surgery, or the limited branches of medicine in another jurisdiction, for any reason other than the nonpayment of fees: the limitation, revocation, or suspension of an individual's license to practice; acceptance of an individual's license surrender; denial of a license; refusal to renew or reinstate a license; imposition of probation; or issuance of an order of censure or other reprimand."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(26) and 4731.22(B)(22), Ohio Revised Code, as set forth in Paragraph E., 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. Dr. Tiemann is licensed to practice medicine and surgery in the State of Ohio, license number 35.083519.
- D. Dr. Tiemann states that he is also licensed to practice medicine and surgery in 31 other states, including the states of Louisiana, Florida, Alabama, Kentucky, Arkansas, Missouri, Mississippi, Georgia, Illinois, West Virginia, Virginia, Indiana, and Maine. Dr. Tiemann states that he is a resident of the state of Louisiana, where he practices radiology from his office in New Orleans.
- E. Dr. Tiemann admits that he has a history of progressive and escalating chemical dependency, having in the past abused marijuana, alcohol and hydrocodone. Dr. Tiemann states that he did not involve patients in obtaining hydrocodone for self-use.

Dr. Tiemann admits that as a result of his disclosure in his Application for Renewal of Kentucky Medical Licensure for Year 2007, of his May 23, 2006 arrest for Driving Under the Influence, he was referred by the Kentucky Board of Medical Licensure to the Kentucky Physicians' Health Foundation for an evaluation, where his initial drug screen tested positive for hydrocodone. Dr. Tiemann admits, and the Board is in receipt of information to support, that subsequently, on May 20, 2007, he entered residential treatment at Palmetto Addiction Recovery Center, Bayville, Louisiana [Palmetto], for evaluation and inpatient treatment, and was discharged treatment complete on August 22, 2007, with primary diagnoses of opiate dependence, cannabis dependence, alcohol dependence, and substance abuse mood disorder, in remission.

Dr. Tiemann admits that on or about August 20, 2007, he entered into a continuing care contract with Palmetto, whereby he agreed to terms including entering into a monitoring agreement with the Physicians Health Foundation of Louisiana, Physicians' Health Program [Louisiana PHP]; attendance at group aftercare for a period of two years; attendance at seven AA or NA meetings for 90 days, and thereafter as required by his contract with Louisiana PHP; and attendance at Caduceus once a week.

Dr. Tiemann states, and the Board is in receipt of information to support, that on August 24, 2007, he entered into a five-year monitoring contract with Louisiana PHP, which contains terms including submission to random drug and alcohol screens approximately weekly; attendance at group aftercare for two years, attendance at AA meetings twice a week for two years, then weekly thereafter; weekly attendance at Caduceus meetings; individual psychotherapy as determined by therapist; routine follow up visits to Palmetto as determined by the Medical Director of Palmetto; and five CME hours per year involving substance abuse. Dr. Tiemann states, and the Board is in receipt of information to support, that he is in compliance with the terms of his monitoring contract. Dr. Tiemann states, and the Board is in receipt of information to support, that Dr. Tiemann has demonstrated continuous sobriety since

commencement of the contract with Louisiana PIIP, and that his sobriety date is April 27, 2007.

Dr. Tiemann states, and the Board is in receipt of information to support, that Jay Weiss, M.D., Medical Director of Palmetto, assessed Dr. Tiemann on March 13, 2008, and asserted that Dr. Tiemann is capable of practicing medicine according to acceptable and prevailing standards of care.

Dr. Tiemann admits that the following states have taken a disciplinary action against his license based upon issues relating to his chemical dependency: Kentucky, Alabama, Arkansas, Georgia, Mississippi, Missouri, West Virginia, Illinois, Virginia Indiana and Maine. Dr. Tiemann states, and the Board is in receipt of information to support, that Dr. Tiemann is participating in a program whereby the state of Louisiana may defer action against his medical license so long as he participates and remains compliant with monitoring by the Louisiana PHP.

Dr. Tiemann states, and the Board is in receipt of information to support, that he has not practiced medicine and surgery, including telemedicine/radiology, in the state of Ohio since on or about May 17, 2007. Dr. Tiemann further states that he does not intend to practice medicine and surgery in Ohio, including telemedicine/radiology, in the immediate future; and that he currently practices medicine in Louisiana, where his practice includes telemedicine/radiology only for certain centers located in Louisiana.

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

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

4. In the event Dr. Tiemann 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

5. Dr. Tiemann shall keep a log of all controlled substances prescribed. Such log shall be submitted, in the format approved by the Board, on the date upon which Dr. Tiemann's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Tiemann shall make his patient records with regard to such prescribing available for review by an agent of the Board immediately upon request.
6. Dr. Tiemann shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 7 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. Tiemann to administer or personally furnish controlled substances, Dr. Tiemann 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 and shall be submitted to the Board no later than the date upon which Dr. Tiemann's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Tiemann shall make his patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board immediately upon request.

Sobriety

7. Dr. Tiemann shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Tiemann's history of chemical dependency. Further, in the event that Dr. Tiemann is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Tiemann shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Tiemann received; the medical purpose for which he received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to him, Dr. Tiemann shall provide the Board with either a copy of the written prescription or other written

verification from the prescriber, including the dosage, amount, number of refills, and directions for use.

8. Dr. Tiemann shall abstain completely from the use of alcohol.

Rehabilitation Program

9. Dr. Tiemann shall maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, in accordance with the provisions of his monitoring contract with Louisiana PHP. In the event that Dr. Tiemann is no longer monitored by the Louisiana PHP, he shall 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. Tiemann shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Tiemann's quarterly declarations.

Aftercare

10. Dr. Tiemann shall maintain continued compliance with the terms of the aftercare contract entered into with Palmetto and his monitoring contract with Louisiana PHP, provided that, where terms of the aftercare contract or monitoring contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control. In the event Dr. Tiemann ceases to be monitored by the Louisiana PHP, he shall immediately notify the Board and shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.

Drug and Alcohol Screens

11. Dr. Tiemann shall submit to random urine screenings for drugs and alcohol at least two times per month, or as otherwise directed by the Board performed through a facility or program acceptable to the Board. Dr. Tiemann shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis.

Dr. Tiemann shall abstain from the use of any substance and the consumption of poppy seeds or any other food or liquid that may produce a low level positive result in a toxicology screen. Dr. Tiemann acknowledges that he understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be

able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

12. So long as Dr. Tiemann neither resides nor practices in Ohio, and continues to be monitored by the Louisiana PHP, all such urine screenings for drugs and alcohol shall be conducted through drug testing acceptable to the Louisiana PHP. Dr. Tiemann shall assure that his quarterly reports contain a statement from the Louisiana PHP indicating whether he has remained compliant with the terms of his Louisiana PHP monitoring contract and shall specifically indicate whether all urine screens have been negative. All reports from the Louisiana PHP must be received in the Board's offices no later than the due date for Dr. Tiemann's quarterly declaration. It is Dr. Tiemann's responsibility to ensure that reports are timely submitted. Moreover, should Dr. Tiemann cease being monitored by the Louisiana PHP prior to the termination of this Consent Agreement, the Board may place his certificate under additional probationary terms, including terms related to random urine screens for drugs and alcohol at least two times per month, or as otherwise directed by the Board, which screens shall include Dr. Tiemann's drug(s) of choice and shall be performed at a Board-approved drug testing facility and collection site.
13. The Board retains the right to require, and Dr. Tiemann agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Tiemann, or for any other purpose, at Dr. Tiemann's expense upon the Board's request and without prior notice. Dr. Tiemann's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

Refrain from Commencing Practice in Ohio Without Prior Board Approval

14. Dr. Tiemann shall refrain from commencing practice in Ohio in any fashion, including the practice of telemedicine, without prior written Board approval. Moreover, should Dr. Tiemann desire to commence practice in Ohio prior to the termination of this Consent Agreement, Dr. Tiemann shall provide advance notice to the Board in writing and shall enter into a subsequent written Consent Agreement as a condition to such Board approval, including additional probationary terms, conditions and limitations as determined by the Board within 180 days of the date the Board receives said notice, or if the Board and Dr. Tiemann are unable to agree on the terms of a subsequent written Consent Agreement, then Dr. Tiemann 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. The Board shall provide notice to Dr. Tiemann that said hearing has been scheduled, advising Dr. Tiemann of his hearing rights, and stating the date, time, and location of the hearing at

which the Board will present its evidence, after which the Board will make a determination of the matter by Board Order.

Releases

15. Dr. Tiemann shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Tiemann's chemical dependency or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Tiemann 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.

Required Reporting by Licensee

16. Within thirty days of the effective date of this Consent Agreement, Dr. Tiemann shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services (including but not limited to third party payors) or is receiving training, and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Tiemann shall promptly 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. In the event that Dr. Tiemann provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Tiemann shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Tiemann shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent

Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

17. Within thirty days of the effective date of this Consent Agreement, Dr. Tiemann shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Tiemann further agrees to provide a copy of this Consent Agreement 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. Tiemann shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
18. Dr. Tiemann shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Tiemann chemical dependency treatment or monitoring. Further, Dr. Tiemann shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
19. Dr. Tiemann shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Tiemann 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. Tiemann has violated any term, condition or limitation of this Consent Agreement, Dr. Tiemann 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. Tiemann shall not request termination of this Consent Agreement for a minimum of four years. In addition, Dr. Tiemann 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.

In the event that the Board initiates future formal proceedings against Dr. Tiemann, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Tiemann 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. Tiemann hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Tiemann acknowledges that his social

security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

EFFECTIVE DATE

It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

William E. Tiemann, MD
WILLIAM E. TIEMANN, M.D.

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

11-24-08
DATE

12-12-08
DATE

Eric J. Plinke
ERIC J. PLINKE, ESQ.
Attorney for Dr. Tiemann

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

11/26/08
DATE

12/11/08
DATE

Karen Mortland
KAREN MORTLAND
Enforcement Attorney

Dec 1, 2008
DATE

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