

2008 AUG 12 A 11: 55

**CONSENT AGREEMENT  
BETWEEN  
DIRK I. RODRIGUEZ, M.D.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Rodriguez 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)(22), 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 “[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 Section 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. Rodriguez is licensed to practice medicine and surgery in the State of Ohio, license number 35-089471.
- D. Dr. Rodriguez states that he is also licensed to practice medicine and surgery in the State of Texas.
- E. Dr. Rodriguez admits that on or about November 30, 2007, he entered into an Agreed Order [2007 Agreed Order] with the Texas Medical Board [Texas Board] which, as a result of complaints related to anger management and unacceptable professional behavior involving medical staff at multiple hospitals, subjected his Texas medical license to various terms and conditions for a three year period. The 2007 Agreed Order, *inter alia*, requires Dr. Rodriguez to successfully complete one or more courses in managing professional relationships with physicians and medical staff, to receive individual anger management

counseling, therapy and treatment by a psychologist approved by the Texas Board for at least thirty-six months, to provide written reports by the psychologist to an independent monitoring psychiatrist, and pay an administrative penalty of \$1,000. A copy of the 2007 Agreed Order is attached hereto and incorporated herein.

Dr. Rodriguez further states that he was initially granted a license to practice medicine and surgery in Ohio on March 16, 2007, and that the aforementioned 2007 Agreed Order occurred approximately four months thereafter. Dr. Rodriguez further states that he currently resides and practices in Ohio.

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

1. Dr. Rodriguez shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Rodriguez shall obey and remain in compliance with all terms agreed to in the 2007 Agreed Order. Further, Dr. Rodriguez shall provide to the Board copies of all monitoring reports and any correspondence from his treating psychologist and his independent monitoring psychiatrist as well as copies of all correspondence between Dr. Rodriguez and the Texas Medical Board.
3. Dr. Rodriguez 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.
4. Dr. Rodriguez 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 year 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.
5. Dr. Rodriguez shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the probationary terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Rodriguez resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Rodriguez may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member

provided that Dr. Rodriguez is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

6. In the event Dr. Rodriguez 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.

**Psychological Treatment:**

7. Within thirty days of the effective date of this Consent Agreement, Dr. Rodriguez shall submit to the Board for its prior approval the name and qualifications of a psychologist of his choice. Upon approval by the Board, Dr. Rodriguez shall undergo and continue psychological treatment monthly or as otherwise directed by the Board. Dr. Rodriguez shall comply with his psychological treatment plan, including taking medications as prescribed and/or ordered for his psychological disorder. Dr. Rodriguez shall ensure that psychological reports are forwarded by his treating psychologist to the Board on a quarterly basis, or as otherwise directed by the Board. The psychological reports shall contain information describing Dr. Rodriguez's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Rodriguez's compliance with his treatment plan; Dr. Rodriguez's mental status; Dr. Rodriguez's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Rodriguez shall ensure that his treating psychologist immediately notifies the Board of his failure to comply with his psychological treatment plan and/or any determination that Dr. Rodriguez is unable to practice due to his psychological disorder. It is Dr. Rodriguez's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Rodriguez's quarterly declaration.

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

The Board expressly reserves the right to disapprove any psychologist proposed to serve as Dr. Rodriguez's designated treating psychologist, or to withdraw approval of any such psychologist previously approved to serve as Dr. Rodriguez's designated treating psychologist, in the event that the Secretary and Supervising Member of the Board determine that any such psychologist has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

**MONITORING OF TREATMENT**

8. The Board retains the right to require, and Dr. Rodriguez 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. Rodriguez, or for any other purpose, at Dr. Rodriguez's expense upon the Board's request and without prior notice. Dr. Rodriguez'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.

### **Monitoring Physician**

9. Within thirty days of the effective date of this Consent Agreement, Dr. Rodriguez shall submit to the Board in writing 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. Rodriguez and who is engaged in the same or similar practice specialty.

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

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

The Board expressly reserves the right to disapprove any person proposed to serve as Dr. Rodriguez's designated monitoring physician, or to withdraw approval of any person previously approved to serve as Dr. Rodriguez's designated monitoring physician, in the event that the Secretary and Supervising Member of the Board determine that any such monitoring physician has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

### **Releases**

10. Dr. Rodriguez 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. Rodriguez's anger management 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. Rodriguez 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.

Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.

**Required Reporting by Licensee**

11. Within thirty days of the effective date of this Consent Agreement, Dr. Rodriguez 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. Rodriguez 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. Rodriguez 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. Rodriguez shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Rodriguez 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.
12. Within thirty days of the effective date of this Consent Agreement, Dr. Rodriguez 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. Rodriguez 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. Rodriguez 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.
13. Dr. Rodriguez shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Rodriguez anger management treatment or monitoring. Further, Dr. Rodriguez 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.

14. Dr. Rodriguez 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. Rodriguez 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. Rodriguez has violated any term, condition or limitation of this Consent Agreement, Dr. Rodriguez 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. Rodriguez shall not request termination of this Consent Agreement for a minimum of three years. In addition, Dr. Rodriguez 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. Rodriguez, 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. Rodriguez 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. Rodriguez 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. Rodriguez 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.

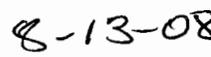
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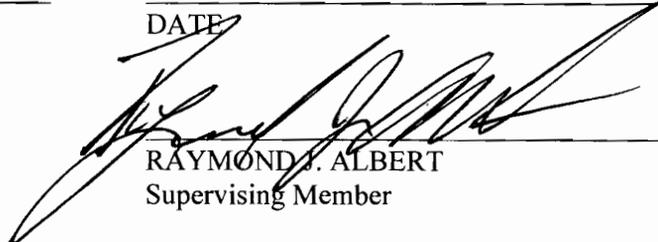
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

  
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DIRK I. RODRIGUEZ, M.D.

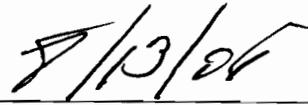
  
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LANCE A. TALMAGE, M.D.  
Secretary

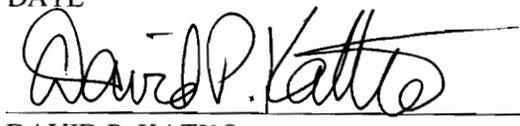
  
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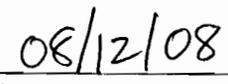
  
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RAYMOND J. ALBERT  
Supervising Member

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DAVID P. KATKO  
Enforcement Attorney

  
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DATE

STATE MEDICAL BOARD  
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LICENSE NO. H-5735

IN THE MATTER OF  
THE LICENSE OF

DIRK ISAIAS RODRIGUEZ, M.D.

BEFORE THE

TEXAS MEDICAL BOARD

AGREED ORDER

On the 30 day of November, 2007, came on to be heard before the Texas Medical Board (the "Board"), duly in session, the matter of the license of Dirk Isaias Rodriguez, M.D. ("Respondent").

On July 16, 2007, Respondent appeared in person, with counsel Tony Cobos, at an Informal Show Compliance Proceeding and Settlement Conference in response to a letter of invitation from the staff of the Board. The Board's representatives were Michael Arambula, M.D. and Timothy J. Turner, members of the Board. Joseph M. Tabaracci represented Board staff.

Upon the recommendation of the Board's representatives and with the consent of Respondent, the Board makes the following Findings of Fact and Conclusions of Law and enters this Agreed Order.

OHIO STATE MEDICAL BOARD

FINDINGS OF FACT

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The Board finds that:

1. Respondent received all notice required by law. All jurisdictional requirements have been satisfied. Respondent waives any defect in notice and any further right to notice or hearing under the Medical Practice Act, Title 3, Subtitle B, Texas Occupations Code (the "Act") or the Rules of the Board.
2. Respondent currently holds Texas Medical License No. H-5735. Respondent was originally issued this license to practice medicine in Texas on August 26, 1989. Respondent is also licensed to practice in Ohio.
3. Respondent is primarily engaged in the practice of general surgery. Respondent is board certified in this specialty by the American Board of Surgery, a member of the American Board of Medical Specialties.

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4. Respondent is 50 years of age.
5. Respondent has not previously been the subject of disciplinary action by the Board.
6. Between January 2001 and July 2001, while Respondent held privileges at Palestine Regional Medical Center (PRMC), a number of complaints against Respondent were filed by members of the hospital staff. The complaints involved inappropriate exhibitions of anger and other instances of unacceptable professional behavior that was intimidating to medical staff.
7. In July 2001, after the complaints were investigated and substantiated by PMRC's Medical Executive Committee (MEC), the hospital suspended Respondent for two days and placed him on probation for two years, during which time Respondent was required to undergo anger management counseling. Respondent did attend counseling until February 2003 when he resigned from PMRC.
8. In April 2003, Respondent was granted privileges at Methodist Health System (MHS) in Dallas. Due to behavioral issues at PMRC with hospital staff, MHS granted him privileges with a stipulation agreed to in writing by Respondent. He agreed that he would be subject to immediate suspension if any such complaints originated from MHS medical staff.
9. In October 2005, on his own accord to facilitate desired changes in his life, Respondent began seeing a physician for treatment regarding interpersonal and work-related issues. Respondent attended four sessions through August 2006, during which time, the treating physician issued no diagnosis and recommended no medications.
10. In early March 2006, the first of several complaints, regarding Respondent's behavior, was received by MHS administration. Pursuant to the agreed stipulation on Respondent's privileges, the complaint prompted a suspension, followed by an inquiry by the MHS Council of Presidents ("Council") to determine their merit. Based on interviews with staff members, who had signed a petition in opposition to Respondent, and staff whose names had been provided by Respondent as character witnesses, the Council agreed that the complaints were meritorious. In late April 2006, the Council notified Respondent that his MHS privileges were terminated.
11. The Board notes that none of the complaints considered as grounds for disciplinary action by either PMRC or MHS were initiated by Respondent's patients.
12. Respondent admits that he allowed his frustrations to be vented upon medical staff at PMRC and MHS. However, Respondent maintains that this was a direct result of each hospital and its staff not sharing in his passion for excellence in patient care and customer service.

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13. Respondent has cooperated in the investigation of the allegations related to this Agreed Order. Respondent's cooperation, through consent to this Agreed Order, pursuant to the provisions of Section 164.002 the Act, will save money and resources for the State of Texas. To avoid further investigation, hearings, and the expense and inconvenience of litigation, Respondent agrees to the entry of this Agreed Order and to comply with its terms and conditions.

#### CONCLUSIONS OF LAW

Based on the above Findings of Fact, the Board concludes that:

1. The Board has jurisdiction over the subject matter and Respondent pursuant to the Act.
2. Section 164.051(a)(1) of the Act authorizes the Board to take disciplinary action against Respondent based on Respondent's commission of an act prohibited under Section 164.052 of the Act.
3. Section 164.052(a)(5) of the Act authorizes the Board to take disciplinary action against Respondent based upon Respondent's unprofessional or dishonorable conduct that is likely to deceive or defraud the public, or injure the public, as further defined by Board Rule 190.8(2)(Q) regarding behaving in a manner towards other medical personnel that could impact patient care.
4. Section 164.051(a)(7) of the Act authorizes the Board to take disciplinary action against Respondent based on disciplinary action taken by Respondent's peers.
5. Section 164.001 of the Act authorizes the Board to impose a range of disciplinary actions against a person for violation of the Act or a Board rule. Such sanctions include: revocation, suspension, probation, public reprimand, limitation or restriction on practice, counseling or treatment, required educational or counseling programs, monitored practice, public service, and an administrative penalty.
6. Section 164.002(a) of the Act authorizes the Board to resolve and make a disposition of this matter through an Agreed Order.
7. Section 164.002(d) of the Act provides that this Agreed Order is a settlement agreement under the Texas Rules of Evidence for purposes of civil litigation.

#### ORDER

Based on the above Findings of Fact and Conclusions of Law, the Board ORDERS that, during the three-year period commencing on the date of the entry of this Order, and continuing until the

full three-year cycle of treating physician report requirements have been fulfilled, Respondent shall be subject to the following terms and conditions:

1. Within 12 months from the date of the entry of this Order, Respondent shall enroll in and successfully complete one or more courses in managing professional relationships with physicians and medical staff that total not less than 10 hours in duration, and any such course or courses shall be approved in writing in advance by the Executive Director of the Board. Subject to this prior approval, one or more Internet courses may be substituted for one or more "live attendance" courses to complete this requirement, provided that any Internet course, in order to qualify for approval, shall require an on-line test, that must be successfully passed to complete the course. To obtain approval for any course, Respondent shall submit in writing to the Director of Enforcement for the Board information on the course, to include at least a reasonably detailed description of the course content and faculty, as well as the course location and dates of instruction, and in addition, if it is an Internet course, information documenting that the course is an Internet course that includes a required on-line test to complete the course. Respondent shall submit documentation of attendance and/or successful completion of the course or courses as required herein to the Director of Enforcement for the Board on or before the expiration of the time limit set forth for completion of the ten-hour minimum total of qualified and approved courses.

2. Within thirty days after the date of the entry of this Order, Respondent shall submit to the Director of Enforcement of the Board letters from up to three psychologists, who practice in either the State of Texas or the State of Ohio, and who agree to serve as Respondent's Board-approved treating psychologist for the purpose of providing Respondent with individual counseling, therapy and treatment in anger management.

- (a) The letters from proposed treating psychologist(s) shall state that they:
- (1) have been provided a copy of this Order;
  - (2) agree to provide individual counseling, therapy and treatment in anger management to the Respondent; and
  - (3) agree to provide periodic reports regarding Respondent's compliance with treatment and rehabilitation to both the Board and the independent monitoring psychiatrist.

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- (b) A proposed treating psychologist may not be approved unless the proposed treating psychologist agrees to provide periodic reports to both the Board and to the independent monitoring psychiatrist.
- (c) The Executive Director may reject all of the proposed treating psychologists and require the submission of additional letters or approve one or more to be the approved treating psychologist.
- (d) Respondent shall begin the recommended care and treatment within 30 days after notification of approval of the treating psychologist.
- (e) Respondent shall receive individual counseling, therapy and treatment from the treating psychologist according to the following schedule:
  - (1) for the first three months: not less than once every two weeks;
  - (2) thereafter, for the next nine months: not less than once per month; and
  - (3) thereafter, for the next 24 months: not less than once every three months.
- (f) Respondent shall not unilaterally withdraw from treatment.
- (g) Respondent shall pay all fees charged by the treating psychologist.
- (h) Respondent shall follow all recommendations made by the treating psychologist and/or independent monitoring psychiatrist regarding continued counseling, therapy and treatment.
- (i) Board staff may furnish to the treating psychologist any Board information that it determines, in its discretion, may be helpful or required for the services rendered to Respondent under the terms of this Order.
- (j) The treating psychologist shall provide periodic written reports no less than quarterly, on January 15, April 15, July 15, and October 15 of each year, during the three-year period of Respondent's individual counseling, therapy and treatment, directly to both the Board and the independent monitoring psychiatrist. Periodic reports shall include (a) current diagnosis, (b) treatment regimen; (c) treatment compliance; (d) follow-up recommendations; and (e) prognosis. The Board and/or the independent monitoring psychiatrist may request clarification of periodic reports and may request additional reports.

- (k) The treating psychologist and/or independent monitoring psychiatrist may require Respondent to participate in alcohol and/or drug screens and shall immediately report any positive results directly to the Board.
- (l) The treating psychologist and/or independent monitoring psychiatrist shall immediately report any unilateral withdrawal from treatment by Respondent directly to the Board.
- (m) Respondent shall execute any and all releases for medical records and authorizations necessary to effectuate the provisions of this Order.

Respondent's failure to cooperate with the treating psychologist and/or independent monitoring psychiatrist, failure to follow the treating psychologist's and/or independent monitoring psychiatrist's recommendations, or withdrawal from treatment without the consent of the Executive Director of the Board shall constitute a violation of this Order.

3. During the continuing three-year period of individual anger management counseling, therapy and treatment, the Board shall monitor Respondent's compliance with the counseling, therapy and treatment, received from the treating psychologist, through the independent monitoring psychiatrist, who shall be designated by the Executive Director of the Board to ensure Respondent's compliance with the terms and conditions set forth in this Order.

- (a) The physician selected by the Executive Director as the independent monitoring psychiatrist shall be board certified in psychiatry.
- (b) Respondent shall pay all fees charged by Board's independent monitoring psychiatrist.
- (c) The independent monitoring psychiatrist may require Respondent to present for a personal interview up to twice each year during treatment.
- (d) Respondent shall authorize the treating psychologist to provide information necessary for monitoring by the Board to both the Board and the independent monitoring psychiatrist. The information shall be limited to the minimum information necessary to ensure adequate assessment of Respondent's compliance with the individual counseling, therapy and treatment, and compliance with the terms of this Order.
- (e) An independent monitoring psychiatrist shall provide periodic written reports to the Board no less than quarterly, on January 15, April 15, July 15, and October 15

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of each year during the three-year period of Respondent's counseling, therapy and treatment. The monitoring reports shall include: (a) current diagnosis; (b) treatment regimen; (c) treatment compliance; (d) follow-up recommendations; and (e) prognosis.

- (f) Board staff may furnish to the independent monitoring psychiatrist any Board information that it determines, in its discretion, may be helpful or required for the effective monitoring of Respondent's compliance with the individual counseling, therapy and treatment, and compliance with this Order.

4. Respondent shall pay an administrative penalty in the amount of \$1000 within 90 days of the date of the entry of this Order. The administrative penalty shall be paid in a single payment by cashier's check or money order payable to the Texas Medical Board and shall be submitted to the Director of Enforcement for the Board for routing so as to be remitted to the Comptroller of Texas for deposit in the general revenue fund. Respondent's failure to pay the administrative penalty as ordered shall constitute grounds for further disciplinary action by the Board, and may result in a referral by the Executive Director of the Board for collection by the Office of the Attorney General.

5. The time period of this Order may be extended for any period of time that (a) Respondent resides and/or practices outside the State of Texas, (b) Respondent's license is subsequently canceled for nonpayment of licensure fees, or (c) this Order is stayed or enjoined by Court Order. If Respondent leaves Texas to live or practice elsewhere, after the date of the entry of this Order, Respondent shall immediately notify the Board in writing of the dates of Respondent's departure from and subsequent return to Texas. When the period of extension ends, Respondent shall be required to comply with the terms of this Order for the period of time remaining on the extended Order. Respondent shall pay all fees for reinstatement or renewal of a license covering the period of extension.

The time period of this Order shall not be tolled for any period of time the Respondent is residing and/or practicing outside of the state of Texas, if, and only if, during such time, the Respondent is actively engaged in compliance with the terms and conditions of this Order as set out in Ordering Paragraph Nos. 1, 2, 3, and 4 above.

6. Respondent shall not unilaterally withdraw from the individual counseling, therapy and treatment required by this Order, and shall request and authorize in writing that Respondent's

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physician or any other individuals involved in Respondent's care and treatment immediately report to the Board any unilateral withdrawal from treatment by Respondent.

7. Respondent's unilateral withdrawal from the individual counseling, therapy and treatment required by this Order shall constitute unprofessional and dishonorable conduct, a violation of this Order, and shall be justification for further disciplinary action under the Act.

8. Respondent shall notify the Director of Compliance for the Board or a Board Compliance Officer in writing within 48 hours upon discontinuation for any reason of the individual counseling, therapy and treatment required by the terms of this Order.

9. Respondent shall comply with all the provisions of the Act and other statutes regulating the Respondent's practice.

10. Respondent shall fully cooperate with the Board and the Board staff, including Board attorneys, investigators, compliance officers, consultants, and other employees or agents of the Board in any way involved in investigation, review, or monitoring associated with Respondent's compliance with this Order. Failure to fully cooperate shall constitute a violation of this order and a basis for disciplinary action against Respondent pursuant to the Act.

11. Respondent shall inform the Board in writing of any change of Respondent's mailing or practice address within 10 days of the address change. This information shall be submitted to the Permits Department and the Director of Enforcement for the Board. Failure to provide such information in a timely manner shall constitute a basis for disciplinary action by the Board against Respondent pursuant to the Act.

12. Any violation of the terms, conditions, or requirements of this Order by Respondent shall constitute unprofessional conduct likely to deceive or defraud the public, or to injure the public, and shall constitute a basis for disciplinary action by the Board against Respondent pursuant to the Act.

13. Respondent shall personally appear before the Board, a committee of the Board, or a panel of Board representatives, upon written request mailed to Respondent's last known address on file with the Board at least ten calendar days before the requested appearance date. Such appearances shall be for the purpose of reporting on and addressing issues related to Respondent's compliance with the terms and conditions of this Order.

14. The above-referenced conditions shall continue in full force and effect without opportunity for amendment, except for clear error in drafting, for 12 months following the date

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of the entry of this Order. If, after the passage of the 12-month period, Respondent wishes to seek amendment or termination of these conditions, Respondent may petition the Board in writing. The Board may inquire into the request and may, in its sole discretion, grant or deny the petition without further appeal or review. Petitions for modifying or terminating may be filed only once a year thereafter.

RESPONDENT WAIVES ANY FURTHER HEARINGS OR APPEALS TO THE BOARD OR TO ANY COURT IN REGARD TO ALL TERMS AND CONDITIONS OF THIS AGREED ORDER. RESPONDENT AGREES THAT THIS IS A FINAL ORDER.

THIS ORDER IS A PUBLIC RECORD.

OHIO STATE MEDICAL BOARD

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I, DIRK ISAIAS RODRIGUEZ, M.D., HAVE READ AND UNDERSTAND THE FOREGOING AGREED ORDER. I UNDERSTAND THAT BY SIGNING, I WAIVE CERTAIN RIGHTS. I SIGN IT VOLUNTARILY. I UNDERSTAND THIS AGREED ORDER CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN OR OTHERWISE.

DATED: November 13, 2007.

Dirk Isaias Rodriguez  
DIRK ISAIAS RODRIGUEZ, M.D.  
Respondent

STATE OF OHIO  
COUNTY OF Hamilton

§  
§  
§

SWORN TO AND ACKNOWLEDGED BEFORE ME, the undersigned Notary Public, on this 13 day of November, 2007.



Notary SANDRA A. EVANS  
Notary Public, State of Ohio  
My Commission Expires 08-08-10

Sandra A. Evans  
Signature of Notary Public

SIGNED AND ENTERED by the presiding officer of the Texas Medical Board on this 30 day of November, 2007.  
STATE OF TEXAS  
COUNTY OF TRAVIS

Sally Barker, certify that I am an official assistant-custodian of records for the Texas Medical Board, and that this is a true and correct Copy of the original, as Roberta M. Kalafut, D.O., President appears on file in this office.  
Texas Medical Board

Witness my official hand and seal of the Board,  
this 7th day of APRIL, 2008  
Sally Barker  
Assistant Custodian of Records

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