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**CONSENT AGREEMENT
BETWEEN
JEFFREY E. SHOOK, D.P.M.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Shook 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 a violation of 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, podiatry, or the limited branches of medicine in another state, 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," and/or Section 4731.22(B)(26), Ohio Revised Code, for "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."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(22) and (B)(26), Ohio Revised Code, as set forth in Paragraphs E, F and G, 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. Shook is licensed to practice podiatric medicine and surgery in the State of Ohio, license number 36.002904.

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- D. Dr. Shook states that he is also licensed to practice podiatric medicine and surgery in the State of West Virginia, however this license is subject to conditions, limitations and accommodations, as detailed in paragraph F below.
- E. Dr. Shook admits that that on or about August 14, 2006, he entered intensive outpatient treatment for diagnoses including chemical dependency and depression at Assisted Recovery Center of Georgia, a treatment provider in Savannah, Georgia, which is a treatment provider acceptable to the West Virginia Board of Medicine [West Virginia Board], his licensing authority in the jurisdiction where he resided, and that he was discharged on or about August 25, 2006. Dr. Shook admits that he recently relocated and currently is engaged in active practice in Ohio.
- F. Dr. Shook further admits that in or about August 2006, he reported to the West Virginia Board that he was pursuing rehabilitation for chemical dependency, and his licensure status was changed from active to inactive. Dr. Shook further admits that he entered into an Amended Agreement with the West Virginia Board effective April 1, 2007, which subjected his license to certain conditions and limitations including a three-year period of probation. A copy of Dr. Shook's Amended Agreement with the West Virginia Board is attached hereto and fully incorporated herein.
- G. Dr. Shook states and the Board acknowledges that Robert Liebelt, M.D., Medical Director, and Christopher Durner, D.O., Director of Outpatient Psychiatry, both of Saint Thomas Hospital, Ignatia Hall Treatment Center, a Board-approved treatment provider in Akron, Ohio, provided written reports indicating that Dr. Shook's ability to practice has been assessed and that he has been found capable of practicing podiatric medicine and surgery according to acceptable and prevailing standards of care, so long as certain treatment and monitoring requirements are in place.

Dr. Shook states and the Board acknowledges that Debra Stultz, M.D., his treating psychiatrist in Huntington, West Virginia, provided a written report indicating that since August 2008, Dr. Shook has been treated at her office on a monthly basis for medication management for diagnoses including Narcotic Dependence, Major Depressive Disorder and Generalized Anxiety Disorder; and that Dr. Stultz recommended that Dr. Shook continue treatment at her offices on a regular basis, which would included the continuation of his current medications. Dr. Stultz further opined that, subject to those conditions, Dr. Shook currently is capable of practicing podiatric medicine and surgery according to acceptable and prevailing standards of care

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

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1. Dr. Shook shall obey all federal, state, and local laws, and all rules governing the practice of podiatric medicine in Ohio.
2. Dr. Shook 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. Shook 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. Dr. Shook 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. Shook 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. Shook may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Shook is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.
5. In the event Dr. Shook 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

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6. Dr. Shook 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. Shook's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Shook shall make his patient records with regard to such prescribing available for review by an agent of the Board immediately upon request.
7. Dr. Shook 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. Shook to administer or personally furnish controlled substances, Dr. Shook 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. Shook's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Shook 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

8. Dr. Shook 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. Shook's history of chemical dependency. Further, in the event that Dr. Shook is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Shook shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Shook 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. Shook 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.
9. Dr. Shook shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Drug Testing Facility and Collection Site

10. Dr. Shook shall submit to random urine screenings for drugs and alcohol at least two times per month, or as otherwise directed by the Board. Dr. Shook 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, and shall include Dr. Shook's drug(s) of choice.

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Dr. Shook 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. Shook 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.

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site, except as provided in Paragraph 11 below, and the screening process shall require a daily call-in procedure.

Dr. Shook shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Shook shall be negative, except for those substances prescribed, administered, or dispensed to him in conformance with the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

Further, within thirty days of the effective date of this Consent Agreement, Dr. Shook shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug testing facility and/or collection site in order to facilitate the urine screening process in the manner required by this Consent Agreement. Further, within thirty days of making such arrangements, Dr. Shook shall provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Shook and the Board-approved drug testing facility and/or collection site. Dr. Shook's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Consent Agreement. However, Dr. Shook and the Board further agree that in the event Dr. Shook previously entered into the aforementioned financial and contractual agreements pursuant to the requirements of a prior consent agreement with the Board under which Dr. Shook is currently participating in an ongoing urine screening process, then this requirement shall be waived under the instant consent agreement.

Dr. Shook shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; 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, Dr. Shook and the Board-approved drug testing facility and collection site shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

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Dr. Shook shall ensure that the Board-approved drug testing facility and/or collection site provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.

In the event that the Board-approved drug testing facility and/or collection site becomes unable or unwilling to serve as required by this Consent Agreement, Dr. Shook must immediately notify the Board in writing, and make arrangements acceptable to the Board pursuant to Paragraph 11 below, as soon as practicable. Dr. Shook shall further ensure that the Board-approved drug testing facility and/or collection site also notifies the Board directly of its inability to continue to serve and the reasons therefore.

Dr. Shook acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the Secretary and Supervising Member of the Board determine that the drug testing facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

11. Dr. Shook and the Board agree that it is the intent of this Consent Agreement that Dr. Shook shall submit his urine specimens to the Board-approved drug testing facility and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Shook, as determined in the sole discretion of the Board, then subject to the following requirements, the Board may approve an alternate drug testing facility and/or collection site, or a supervising physician, to facilitate the urine screening process for Dr. Shook:
 - a. Within thirty days of the date upon which Dr. Shook is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Shook, he shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Shook shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Shook's residence or employment location, or to a physician who practices in the same locale as Dr. Shook. Dr. Shook shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; 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, Dr. Shook acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is

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- maintained and shall immediately inform the Board of any positive screening results.
- b. Dr. Shook shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.
 - c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Shook must immediately notify the Board in writing. Dr. Shook shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Shook shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Shook.
 - d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Shook's designated alternate drug testing facility and/or collection site, or any person proposed to serve as his supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.
12. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Shook's quarterly declaration. It is Dr. Shook's responsibility to ensure that reports are timely submitted.
 13. The Board retains the right to require, and Dr. Shook 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. Shook, or for any other purpose, at Dr. Shook's expense upon the Board's request and without prior notice. Dr. Shook'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

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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

14. Within thirty days of the effective date of this Consent Agreement, Dr. Shook 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. Shook and who is engaged in the same or similar practice specialty.

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

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Shook must immediately so notify the Board in writing. In addition, Dr. Shook 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. Shook 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. Shook's designated monitoring physician, or to withdraw approval of any person previously approved to serve as Dr. Shook'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.

Psychiatric Treatment

15. Within thirty days of the effective date of this Consent Agreement, Dr. Shook shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the Board, Dr. Shook shall undergo and continue

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psychiatric treatment monthly or as otherwise directed by the Board. Dr. Shook shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered for his psychiatric disorder. Dr. Shook shall ensure that psychiatric reports are forwarded by his treating psychiatrist to the Board on a quarterly basis, or as otherwise directed by the Board. The psychiatric reports shall contain information describing Dr. Shook's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Shook's compliance with his treatment plan; Dr. Shook's mental status; Dr. Shook's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Shook shall ensure that his treating psychiatrist immediately notifies the Board of his failure to comply with his psychiatric treatment plan and/or any determination that Dr. Shook is unable to practice due to his psychiatric disorder. It is Dr. Shook's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Shook's quarterly declaration.

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

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

Work Hour Limitation

16. Dr. Shook shall limit his work hours to no more than forty hours of work per week, until otherwise approved by the Board. Dr. Shook shall keep a log reflecting the dates, times, and facilities and/or locations at which he works. Dr. Shook shall submit his work log for receipt in the Board's offices no later than the due date for Dr. Shook's quarterly declaration.

Any request by Dr. Shook for modification of the limitation on work hours set forth in this paragraph shall be accompanied by documentation from a physician affiliated with a Board approved treatment provider, or other physician approved by the Board for this purpose, who has evaluated Dr. Shook, indicating that such physician supports Dr. Shook's request for modification.

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17. Dr. Shook 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. Shook 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. Shook's quarterly declarations.

Aftercare

18. Dr. Shook shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.
19. Dr. Shook shall maintain continued compliance with the terms of the aftercare contract entered into with a 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

20. Dr. Shook 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. Shook's chemical dependency, psychiatric condition 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. Shook 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

21. Within thirty days of the effective date of this Consent Agreement, Dr. Shook 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. Shook shall promptly provide a copy of

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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. Shook 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. Shook shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Shook 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.

22. Within thirty days of the effective date of this Consent Agreement, Dr. Shook 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. Shook 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. Shook 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.
23. Dr. Shook shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Shook chemical dependency treatment and/or psychiatric treatment or monitoring. Further, Dr. Shook shall provide the Board with one of the following documents as proof of each required notification within thirty days of the

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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.

24. Dr. Shook 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. Shook 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. Shook has violated any term, condition or limitation of this Consent Agreement, Dr. Shook 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. Shook shall not request termination of this Consent Agreement for a minimum of three years. In addition, Dr. Shook shall not request modification to the probationary terms, limitations, and conditions contained herein, with the exception of the limitation included in paragraph 16 requiring that he limit his work hours to no more than forty hours per week, 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. Shook, 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.

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ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Shook 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.

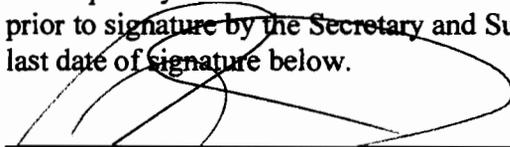
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

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

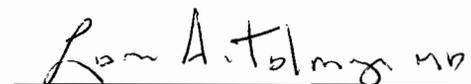
This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Shook acknowledges that his social security number will be used if this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



JEFFREY E. SHOOK, D.P.M.



LANCE A. TALMAGE, M.D. *rw*
Secretary

March 3, 2009

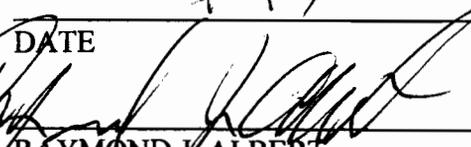
DATE

3/12/09

DATE



ELIZABETH Y. COLLIS
Attorney for Dr. Shook



RAYMOND J. ALBERT
Supervising Member

3/16/09

DATE

3/11/09

DATE



MARCIE PASTRICK
Enforcement Attorney

March 5, 2009

DATE

BEFORE THE WEST VIRGINIA BOARD OF MEDICINE

IN RE:

JEFFREY E. SHOOK, D.P.M.

AMENDED AGREEMENT

The West Virginia Board of Medicine ("Board"), and Jeffrey E. Shook, D.P.M., ("Dr. Shook") freely and voluntarily enter into the following agreement pursuant to the West Virginia Code §30-3-9.

FINDINGS OF FACT

1. Dr. Shook currently holds a license to practice podiatry in the State of West Virginia, License No. 00315, issued originally in an active status in 1996, and the current address of record with the Board of Dr. Shook is in Huntington, West Virginia.

2. In August, 2006, Dr. Shook reported to the Board that he was to pursue rehabilitation for chemical dependency and his licensure status was changed from active to inactive.

3. Dr. Shook completed intensive outpatient treatment at Assisted Recovery Center of Georgia in August, 2006, and has initiated outpatient therapy with a licensed psychologist and addictions specialist.

4. Dr. Shook appeared for a full discussion of his treatment with documentation of the same before the Licensure Committee of the Board in November, 2006.

5. No written complaint has been received or filed at the Board regarding Dr. Shook relating to any alcohol or chemical dependency impairment affecting the care and treatment of patients, nor have any written complaints been received at the Board pursuant to West Virginia Code §30-3-14(b), relating to an alcohol or chemical dependency impairment.

6. The Board believes that Dr. Shook is committed to remaining free of chemical dependency impairment, and such a commitment is a necessary condition for him to maintain an active license to practice podiatry in the State of West Virginia.

7. Based on all of the information received and reviewed by the Board, it is in the public interest for Dr. Shook to be able to practice podiatry in the State of West Virginia, though practicing podiatry without appropriate conditions, limitations, and accommodations upon the podiatric license of Dr. Shook could adversely affect the health and welfare of patients.

8. The conditions, limitations, and accommodations imposed upon the podiatric license of Dr. Shook in this **AGREEMENT** are reasonable under the circumstances and consistent with the need to protect the public interest, health, safety, and welfare.

CONCLUSIONS OF LAW

1. Dr. Shook is eligible to enter into an agreement with the Board pursuant to the provisions of West Virginia Code §30-3-9(h), which agreement shall

impose limitations on the practice of Dr. Shook but which agreement shall not be considered of a disciplinary nature and shall not be available to the public at large.

2. The Board has a mandate pursuant to West Virginia Code §30-3-1 to protect the public interest and it is in the public interest to impose conditions, limitations, and accommodations on the podiatric practice of Dr. Shook based upon the findings of fact in this **AGREEMENT**.

CONSENT

Jeffrey E. Shook, D.P.M., by affixing his signature hereon, agrees solely and exclusively for purposes of this **AGREEMENT** and the entry of the action and Order provided for and stated herein, to the following:

1. Dr. Shook consents to this action and Order relative to his practice of podiatry in the State of West Virginia.

2. Dr. Shook understands that if he fails to comply with or fulfill the terms of this **AGREEMENT** and Order, the Board is required to initiate disciplinary proceedings pursuant to West Virginia Code §30-3-14, all of which disciplinary proceedings and orders entered into pursuant thereto will be public information, as required by law.

3. Dr. Shook understands that the Board may cooperate with and provide documentation of this **AGREEMENT** and Order to licensing boards in other jurisdictions, as may be appropriate in the opinion of the Board.

4. Dr. Shook understands that this signed **AGREEMENT** and Order is an action of the Board limiting his license and will accordingly be reported to the

National Practitioner Data Bank and Healthcare Integrity and Protection Data Bank, as required by law.

5. Dr. Shook understands that all information hereafter provided to or submitted to the Board in connection with this **AGREEMENT** and Order, including but not limited to this **AGREEMENT** and Order, any medical charts, records, logs, recommendations, test results, reports and summaries, may be utilized by the Board in any disciplinary proceeding of the Board, should such be instituted, and Dr. Shook hereby waives any objection he may have to the lawful use by the Board of such information.

ORDER

WHEREFORE, on the basis of the foregoing Findings of Fact and Conclusions of Law of the Board and the foregoing consent of Dr. Shook, the Board hereby takes the following action and **ORDERS**:

1. Effective April 1, 2007, until April 1, 2010, the license of Dr. Shook to practice podiatry in the State of West Virginia, License No. 00315, is subject to the following conditions, limitations, and accommodations:

A. Dr. Shook shall refrain from the use of any controlled substances except for those specifically prescribed to him by a duly licensed physician.

B. Dr. Shook shall refrain from the consumption of alcohol.

C. The practice of podiatry of Dr. Shook in his office shall occur only with the supervision of another duly licensed physician approved by the Board, with whom Dr. Shook shall meet at least

once every thirty (30) days and which approved supervising physician shall file written reports with the Board concerning Dr. Shook's performance as a podiatrist every sixty (60) days, beginning May 1, 2007, except should the performance of Dr. Shook at any time fall below the level of reasonable skill and safety, the approved supervising physician shall immediately notify the Board.

D. The practice of podiatry of Dr. Shook in the hospital shall occur only with the supervision of another duly licensed physician approved by the Board, with whom Dr. Shook shall meet at least once every thirty (30) days and which approved supervising physician shall file written reports with the Board concerning Dr. Shook's performance as a podiatrist every sixty (60) days, beginning May 1, 2007, except should the performance of Dr. Shook at any time fall below the level of reasonable skill and safety, the approved supervising physician shall immediately notify the Board.

E. Dr. Shook shall attend meetings of Alcoholics Anonymous, Narcotics Anonymous, or Caduceus on a regular basis and shall attend a minimum of four (4) such meetings on a weekly basis, and Dr. Shook shall keep a written record of his attendance at such meetings for the entire period that this **AGREEMENT** is in effect, in a hand held spiral notebook, which written record shall be

reviewed periodically by his supervising physicians and may be reviewed at the pleasure of the Board at any time.

F. Dr. Shook shall seek and maintain a sponsor in Alcoholics Anonymous, Narcotics Anonymous, or Caduceus who will be permitted to review his written record and who will meet with Dr. Shook regularly and at least once every thirty (30) days.

G. Dr. Shook shall, at his own expense, submit to unlimited, random, and unannounced testing of bodily fluids carried out in a manner directed and approved by the Board and upon demand of the Board at any time, and the approved supervising physician for Dr. Shook's office practice shall be responsible for the forwarding and submission of all such tests to the Board.

H. In addition, until May 1, 2009, Dr. Shook shall, at his own expense submit to weekly random and unannounced testing of bodily fluids upon demand of the Board at any time at a facility of the Board's choosing and the results of such testing shall be promptly provided to the Board by the facility.

I. Dr. Shook shall continue under the regular care and treatment of an addictionologist psychologist approved by the Board.

J. Dr. Shook shall meet with a Board approved monitoring psychiatrist at least once every three (3) months for care and treatment and his Board approved monitoring psychiatrist shall file

quarterly reports with the Board attesting to his health and well being beginning on or before April 1, 2007.

K. Dr. Shook may work no more than a total of thirty (30) hours each week. Should Dr. Shook desire to work more than thirty (30) hours each week, Dr. Shook shall appear before the Licensure Committee for a discussion of his request.

L. Until May 1, 2009, Dr. Shook shall keep a log of every patient to whom he prescribes any Schedule II or III controlled substance.

M. Dr. Shook shall present his log to a Schedule II and III narcotic prescription monitor approved by the Board every thirty (30) days and the monitor shall randomly select the charts of twenty (20) patients every thirty (30) days for a review of the drug prescribing practices of Dr. Shook. The monitor shall provide a written report to the Board every thirty (30) days, beginning May 1, 2007, with an assessment of the appropriateness of Dr. Shook's prescribing in the twenty (20) cases.

N. Dr. Shook shall return for a discussion of his health and well being with the Licensure Committee at its regularly scheduled meetings in September, 2007, January, 2008, January, 2009, and January, 2010.

O. In addition, Dr. Shook may not register under 11 CSR 5 as a dispensing physician with the Board.

P. Dr. Shook shall continue with naltrexone therapy on a regular and consistent basis under his treating Board approved monitoring psychiatrist.

Q. Within five (5) days of entry of this **AGREEMENT** Dr. Shook shall present a copy of this **AGREEMENT** to any employer or health care or medical facility where he seeks to practice podiatry, and within five (5) days of the entry of this **AGREEMENT**, Dr. Shook shall also present a copy of this **AGREEMENT** to his approved supervising physicians, his Alcoholics Anonymous, Narcotics Anonymous, or Caduceus sponsor, his addictionologist psychologist, and Board approved monitoring psychiatrist in order that they each fully understand their responsibilities as outlined herein.

R. The Board approved Schedule II and III narcotic prescription monitor shall receive a copy of this **AGREEMENT** within five (5) days of entry of this **AGREEMENT** and shall confirm in writing no later than April 1, 2007, that he has received a copy of this **AGREEMENT** and fully understands his responsibilities as outlined herein.

The failure of Dr. Shook to comply with any of the terms of this **AGREEMENT**, as determined by the Board, shall constitute grounds for and shall result in the institution of disciplinary proceedings against his license to practice podiatry in the State of West Virginia.

The foregoing was entered this 28th day of March, 2007.

West Virginia Board of Medicine

John A. Wade, Jr., M.D.
John A. Wade, Jr., M.D.
President

Catherine C. Slemp
Catherine Slemp, M.D., M.P.H.
Secretary

Jeffrey E. Shook, D.P.M.
Jeffrey E. Shook, D.P.M.
Date: 3/19/07

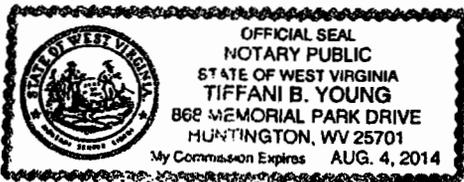
STATE OF WEST VIRGINIA

COUNTY OF Cabell, to wit:

I, Tiffani B. Young, a Notary Public for said county and state do hereby certify that Jeffrey E. Shook, D.P.M., whose name is signed above, has this day acknowledged the same before me.

Given under my hand this 19th day of March, 2007.

My commission expires Aug 4, 2014.



Tiffani B. Young
NOTARY PUBLIC