

**CONSENT AGREEMENT
BETWEEN
MATTHEW PROCTOR NOYES, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

STATE MEDICAL BOARD
2009 MAR 17 P 12:08

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

Dr. Noyes 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)(5), Ohio Revised Code, for “[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatric medicine and surgery, or a limited branch of medicine; or in securing or attempting to secure any certificate to practice or certificate of registration issued by the board.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(5), 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. Noyes holds a training certificate to practice medicine and surgery in the State of Ohio, License #57.013925.
- D. Dr. Noyes states that he is not licensed to practice medicine and surgery, nor does he hold a training certificate, in any other state or jurisdiction.
- E. Dr. Noyes admits that on April 17, 2007, he executed an application for a training certificate and subsequently submitted this application to the Board. Dr. Noyes admits that he certified the statements made in the application to be true. Dr. Noyes

admits that on the application he disclosed and explained two convictions, each of which involved alcohol, which occurred in 2005-06, including a conviction in the Maumee Municipal Court (Maumee, Ohio) for Operating a Vehicle While Impaired, for which he is currently subject to court-ordered probation. Dr. Noyes further admits that he has additional convictions that he failed to disclose on the application to the Board, including a conviction in October 2006 for carrying in public an open container of alcohol, along with other misdemeanor convictions and arrests that occurred prior to 2005, primarily during his high school and college years, some of which also involved the use of alcohol.

Dr. Noyes further admits that on or about November 6, 2007, he attended an office conference with representatives of the Board, at which time he fully disclosed information concerning all of the aforementioned convictions and arrests. Further, Dr. Noyes specifically attests that he has no other arrests or convictions beyond those he has now disclosed to the Board through his training certificate application and office conference, as described herein. Dr. Noyes admits, and the Board acknowledges receipt of information to support, that on or about November 13, 2007, Dr. Noyes voluntarily undertook a 72-hour evaluation at the Cleveland Clinic Foundation [CCF], a Board-approved treatment provider, and that as a result of such evaluation, Gregory Collins, M.D., Section Head of the CCF Alcohol & Drug Recovery Center, opined that Dr. Noyes did not meet DSM-IV criteria for a diagnosis of alcohol dependence, and that he was capable of practicing pursuant to his training certificate according to acceptable and prevailing standards of care without restriction, treatment, or monitoring.

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

1. Matthew Proctor Noyes, M.D., shall be and hereby is REPRIMANDED.

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

2. Dr. Noyes shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio, and all terms of probation imposed by the Maumee Municipal Court in case number 05TRC07210.
3. Dr. Noyes 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.

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Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.

4. Dr. Noyes shall appear in person for an initial interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement, and in conjunction with any future request for release from the probationary terms of this Consent Agreement, and/or as otherwise requested by the Board, except that subsequent personal appearances which would routinely occur every three months throughout the duration of Dr. Noyes's probationary period shall be waived by the Board provided that Dr. Noyes is otherwise in full compliance with this Consent Agreement. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall revert to being routinely required every three months and shall be scheduled based on the appearance date as originally scheduled.
5. In the event Dr. Noyes 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.

Required Reporting by Licensee

6. Within thirty days of the effective date of this Consent Agreement, Dr. Noyes 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. Noyes 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. Noyes 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. Noyes shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Noyes 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.

7. Dr. Noyes 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. Noyes 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. Noyes has violated any term, condition or limitation of this Consent Agreement, Dr. Noyes 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

The Reprimand of Dr. Noyes shall not terminate. Dr. Noyes shall not request termination of the probationary terms, limitations, and conditions contained in this Consent Agreement for a minimum of three years. In addition, Dr. Noyes 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. Further, all subsequent training certificates and/or any other certificate that may be granted by the Board to Dr. Noyes shall be subject to the same probationary terms, limitations and conditions, unless otherwise determined by the Board, until Dr. Noyes has completed at least a three-year probationary period with the Board.

In the event that the Board initiates future formal proceedings against Dr. Noyes, 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. Noyes 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.

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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.

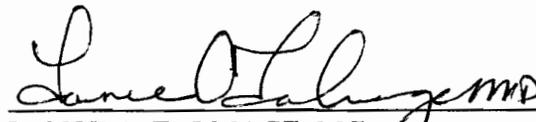
Dr. Noyes hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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. Noyes 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.


MATTHEW P. NOYES, M.D.


LANCE A. TALMAGE, M.D.
Secretary

3/3/09
DATE

4-8-09
DATE


JOHN R. IRWIN, M.D., J.D.
Attorney for Dr. Noyes


RAYMOND J. ALBERT
Supervising Member

3/9/09
DATE

4/8/09
DATE


SHELDON SAFKO
Enforcement Attorney
3/17/09
DATE