

**STEP II**  
**CONSENT AGREEMENT**  
**BETWEEN**  
**SHEILA SALOME PAUL, D.O.,**  
**AND**  
**THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between Sheila Salome Paul, D.O., [Dr. Paul], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Paul enters into this Consent Agreement being fully informed of her rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

**BASIS FOR ACTION**

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(26), Ohio Revised Code, for "[i]mpairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice;" Section 4731.22(B)(5), Ohio Revised Code, "[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, 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;" and/or Section 4731.22(B)(10), Ohio Revised Code, "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(26), (B)(5) and (B)(10), Ohio Revised Code, as set forth in Paragraph E of the Step I Consent Agreement Between Sheila Salome Paul, D.O., and the State Medical Board, effective April 11, 2012 [April 2012 Step I Consent Agreement], and as set forth in Paragraph E below. The Board 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. Paul is seeking reinstatement of her certificate to practice osteopathic medicine and surgery, license number 34.006622, which was indefinitely suspended, but not less than 180 days, pursuant to the April 2012 Step I Consent Agreement, a copy of which is attached hereto and incorporated herein.
- E. Dr. Paul admits that after entering residential treatment for chemical dependency on or about March 20, 2012, at Glenbeigh Hospital, a Board-approved treatment provider in Rock Creek, Ohio, she was discharged, treatment complete, on or about April 17, 2012. Dr. Paul states, and the Board acknowledges receipt of information to support, that since being discharged from Glenbeigh, she has remained compliant with the aftercare contract she entered on or about April 17, 2012, including attending and participating in at least three 12-step meetings per week, attending at least one aftercare meeting per week, and submitting to random drug and alcohol testing. Dr. Paul admits that the aforementioned aftercare contract remains in effect. Dr. Paul further states, and the Board acknowledges receipt of information to support, that she is treating with a psychiatrist related to her diagnosis of ADHD, Inattentive Type; that her condition is managed with therapy and medications; and that she is in compliance with her psychiatric treatment plan.

Dr. Paul states, and the Board acknowledges, that Nykolia Pidhorodeckyj, M.D., Medical Director at Glenbeigh, and Anil M. Parikh, M.D., an addictionist in Akron, Ohio, who was approved by the Board to conduct an assessment, have each provided a written report indicating that Dr. Paul's ability to practice has been assessed and that she has been found capable of practicing according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place. These conditions include the requirements that Dr. Paul continue treatment for her psychiatric condition, and that the random drug and alcohol testing include hair follicle testing on at least a quarterly basis. Dr. Paul further states, and the Board acknowledges, that Brahmaiah Tandra, M.D., a psychiatrist approved by the Board to conduct a psychiatric examination of Dr. Paul, has provided a written report indicating that Dr. Paul's ability to practice has been assessed and that she has been found capable of practicing according to acceptable and prevailing standards of care.

Accordingly, Dr. Paul states, and the Board acknowledges receipt to information to support, that Dr. Paul has substantially fulfilled the conditions for reinstatement of her certificate to practice osteopathic medicine and surgery in the State of Ohio, as established in the above-referenced April 2012 Step I Consent Agreement.



### **AGREED CONDITIONS**

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, the certificate of Dr. Paul to practice osteopathic medicine and surgery in the State of Ohio shall be REINSTATED, and Dr. Paul knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Paul shall obey all federal, state, and local laws, and all rules governing the practice of osteopathic medicine in Ohio.
2. Dr. Paul shall submit quarterly declarations under penalty of Board disciplinary action and/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 date her quarterly declaration would have been due pursuant to her April 2012 Step I Consent Agreement with the Board, 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. Paul shall appear in person for an interview before the full Board or its designated representative. The first such appearance shall take place on the date her appearance would have been scheduled pursuant to her April 2012 Step I Consent Agreement with the Board. 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. Paul 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. Paul 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. Paul may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Paul 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. Paul is found by the Secretary of the Board to have failed to comply with any provision of this Consent Agreement, and is so notified of that deficiency in writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under this Consent Agreement.

## **MONITORING OF REHABILITATION AND TREATMENT**

### **Drug Associated Restrictions**

6. Dr. Paul 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. Paul's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Paul shall make her patient records with regard to such prescribing available for review by an agent of the Board immediately upon request.
7. Dr. Paul 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. Paul to administer or personally furnish controlled substances, Dr. Paul 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. Paul's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Paul shall make her 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. Paul shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to her by another so authorized by law who has full knowledge of Dr. Paul's history of chemical dependency and psychiatric diagnoses. Further, in the event that Dr. Paul is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Paul shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Paul received; the medical purpose for which she 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 her, Dr. Paul 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. Paul shall abstain completely from the use of alcohol.

**Drug and Alcohol Screens/Drug Testing Facility and Collection Site**

10. Dr. Paul shall submit to random urine screenings for drugs and alcohol at least two times per month, or as otherwise directed by the Board. Further, Dr. Paul shall submit to random hair specimens for screening for drugs and/or alcohol at least once every twelve weeks or as otherwise directed by the Board. Dr. Paul 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. Paul's drug(s) of choice.

Dr. Paul 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. Paul acknowledges that she 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/hair screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site pursuant to the global contract between said facility and the Board, that provides for the Board to maintain ultimate control over the urine/hair screening process and to preserve the confidentiality of all positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code, and the screening process shall require a daily call-in procedure. Further, in the event that the Board exercises its discretion, as provided in Paragraph 11 below, to approve urine/hair screenings to be conducted at an alternative drug testing facility and/or collection site or a supervising physician, such approval shall be expressly contingent upon the Board retaining ultimate control over the urine/hair screening process in a manner that preserves the aforementioned confidentiality of all positive screening results.

Dr. Paul shall submit, at her expense and on the day selected, urine/hair specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Paul shall be negative, except for those substances prescribed, administered, or dispensed to her 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 she 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. Paul 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/hair screening process in the manner required by this Consent Agreement.



Further, Dr. Paul shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Paul and the Board-approved drug testing facility and/or collection site. Dr. Paul'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. Paul and the Board further agree that in the event Dr. Paul previously entered into the aforementioned financial and contractual agreements pursuant to the requirements of a prior consent agreement with the Board under which Dr. Paul is currently participating in an ongoing urine/hair screening process, then this requirement shall be waived under the instant consent agreement.

Dr. Paul shall ensure that the urine/hair screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; that the urine/hair specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Paul 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.

Dr. Paul 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/hair 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. Paul must immediately notify the Board in writing, and make arrangements acceptable to the Board pursuant to Paragraph 11 below, as soon as practicable. Dr. Paul 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. Paul 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. Paul and the Board agree that it is the intent of this Consent Agreement that Dr. Paul shall submit her urine/hair 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. Paul, 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/hair screening process for Dr. Paul:

- a. Within thirty days of the date upon which Dr. Paul 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. Paul, she 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. Paul shall submit the required urine/hair 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. Paul's residence or employment location, or to a physician who practices in the same locale as Dr. Paul. Dr. Paul shall ensure that the urine/hair 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/hair specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Paul acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.
- b. Dr. Paul 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/hair screens have been conducted in compliance with this Consent Agreement, and whether all urine/hair 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. Paul must immediately notify the Board in writing. Dr. Paul 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 her urine/hair screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Paul shall immediately commence urine/hair 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. Paul.
- d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Paul's designated alternate drug testing facility and/or

collection site, or any person proposed to serve as her 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. Paul's quarterly declaration. It is Dr. Paul's responsibility to ensure that reports are timely submitted.
13. The Board retains the right to require, and Dr. Paul 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. Paul, or for any other purpose, at Dr. Paul's expense upon the Board's request and without prior notice. Dr. Paul'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.

#### **Psychiatric Treatment**

14. Dr. Paul and the Board agree that the person previously approved by the Board to serve as Dr. Paul's treating psychiatrist pursuant to the April 2012 Step I Consent Agreement is hereby approved to continue as Dr. Paul's designated treating psychiatrist under this Consent Agreement, unless within thirty days of the effective date of this Consent Agreement, Dr. Paul shall submit to the Board for its prior approval the name and qualifications of an alternative psychiatrist of her choice.

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



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

#### **Monitoring Physician**

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

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

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

### **Rehabilitation Program**

16. Dr. Paul 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. Paul 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. Paul's quarterly declarations.

### **Aftercare**

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

19. Dr. Paul 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, evaluation or monitoring for Dr. Paul's chemical dependency, psychiatric and/or mental health conditions, 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. Paul further agrees to provide the Board written consent permitting any treatment provider from whom she obtains treatment to notify the Board in the event she 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**

20. Within thirty days of the effective date of this Consent Agreement, Dr. Paul shall provide a copy of this Consent Agreement to all employers or entities with which she 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 she has privileges or appointments. Further, Dr. Paul shall promptly provide a copy of this Consent Agreement to all employers or entities with which she contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where she applies for or obtains privileges or appointments. In the event that Dr. Paul 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. Paul shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Paul 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.
21. Within thirty days of the effective date of this Consent Agreement, Dr. Paul shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which she currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which she currently holds any license or certificate. Dr. Paul further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which she applies for any professional license or for reinstatement of any professional license. Further, Dr. Paul 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



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22. Dr. Paul shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Paul treatment, evaluation, or monitoring for her chemical dependency treatment, psychiatric or mental health conditions, or any related conditions. Further, Dr. Paul 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. Paul 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. Paul 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. Paul has violated any term, condition or limitation of this Consent Agreement, Dr. Paul agrees that the violation, as alleged, also constitutes clear and convincing evidence that her 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. Paul shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Paul shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year, except that Dr. Paul may make such request

with the mutual approval and joint recommendation of the Secretary and Supervising Member. 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. Paul, 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.

In the event that any term, limitation, or condition contained in this Consent Agreement is determined to be invalid by a court of competent jurisdiction, Dr. Paul and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

#### ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Paul acknowledges that she 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.

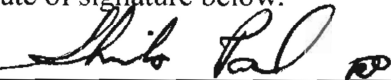
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Paul 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. Paul acknowledges that her social security number will be used if this information is so reported and agrees to provide her 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.

  
SHEILA SALOME PAUL, D.O.

12/12/12.  
DATE

  
J. CRAIG STRAFFORD, M.D., M.P.H.  
Secretary

13 December 2012  
DATE

Mark A. Bechtel  
MARK A. BECHTEL, M.D.  
Supervising Member

12/13/12  
DATE

Mark R. Blackmer  
MARK R. BLACKMER  
Enforcement Attorney

Dec. 13, 2012  
DATE



**STEP I**  
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**BETWEEN**  
**SHEILA SALOME PAUL, D.O.,**  
**AND**  
**THE STATE MEDICAL BOARD OF OHIO**

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This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(26), Ohio Revised Code, for “[i]mpairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice;” Section 4731.22(B)(5), Ohio Revised Code, “[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, 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;” and/or Section 4731.22(B)(10), Ohio Revised Code, “[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(B)(26), Ohio Revised Code; Section 4731.22(B)(5), Ohio Revised Code; and Section 4731.22(B)(10), Ohio Revised Code, to wit: Deception to Obtain a Dangerous Drug, Section 2925.22, Ohio Revised Code, and/or Illegal Processing of Drug Documents, Section 2925.23, Ohio Revised Code, as set forth in Paragraph E below. The Board 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 Agreement. Such express

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SHEILA SALOME PAUL, D.O.  
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reservation includes, but is not limited to, violations based on any methods used by Dr. Paul to obtain controlled substances and/or dangerous drugs for self-use other than as particularly described herein, criminal acts other than as specifically referenced herein, and/or acts involving patient care or otherwise involving patients other than as particularly described in Paragraph E below.

- C. Dr. Paul is licensed to practice osteopathic medicine and surgery in the State of Ohio, License number 34.006622.
- D. Dr. Paul states that she is not licensed to practice in any other state or jurisdiction.
- E. Dr. Paul admits that on or about March 20, 2012, pursuant to a Board order, she entered Glenbeigh Hospital [Glenbeigh], a Board-approved treatment provider in Rock Creek, Ohio, for the purpose of undergoing a 72-hour inpatient evaluation for determining whether she is in violation of Section 4731.22(B)(26), Ohio Revised Code. Dr. Paul further admits that this evaluation order was based, in part, on her inappropriately obtaining Adderal for her own self-use. Dr. Paul further admits that, as a result of this evaluation at Glenbeigh, she was diagnosed with Amphetamine Dependence and Adult Attention Deficit Disorder [ADD], and found to be currently unable to practice according to acceptable and prevailing standards of care due to her chemical dependency. Dr. Paul further admits that inpatient or residential treatment was recommended; that she began inpatient treatment at Glenbeigh on or about March 23, 2012; and that such treatment remains ongoing at this time.

Dr. Paul admits that she first used Adderal in or around 2004; that it was legitimately prescribed to her by a physician; and that she attributed the medication, in part, to her success in passing the oral boards for certification in her specialty as it helped her to focus. Dr. Paul admits that she continued using Adderal, and that the medication was prescribed to her by another physician. Dr. Paul states that she did not realize that she was becoming dependent on the medication, and she believed that Adderal helped her perform better at work. Dr. Paul further states that when her prescribing physician ceased prescribing Adderal to her in late 2009, she had difficulty functioning; she felt desperate; and she thought her professional reputation would be ruined if she admitted being addicted to Adderal. Dr. Paul further admits that from in or around 2010 until early 2012, she inappropriately obtained Adderal for self-use exclusively through the following methods: on several occasions, Dr. Paul wrote prescriptions for Adderal in the names of two patients and filled those prescriptions herself; on one occasion, Dr. Paul wrote a prescription for Adderal in the name of a family member and filled the prescription herself; and on two occasions, Dr. Paul arranged for a patient to fill a prescription for Adderal that Dr. Paul had written in the patient's name, and the patient picked up the medication at a pharmacy and gave it to Dr. Paul. Dr. Paul specifically denies obtaining any dangerous drugs or controlled substances for self-use by any other methods.

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Dr. Paul admits that she initially provided inaccurate information and false documents to the Board in connection with her use of Adderal and whether she had inappropriately obtained the medication for her self-use. Dr. Paul states that she was mortified by the Board's investigation, and she provided inaccurate information to the Board because her addiction to Adderal clouded her thinking in conjunction with her fear that she would not be able to function without Adderal. Dr. Paul further states that since her evaluation and treatment at Glenbeigh, she now realizes that she can still function well without Adderal, and her ADD is currently being managed with other medication and treatment.

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

**SUSPENSION OF CERTIFICATE**

1. The certificate of Dr. Paul to practice osteopathic medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time, but not less than 180 days.

Obey all Laws

2. Dr. Paul shall obey all federal, state, and local laws.

Sobriety

3. Dr. Paul shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to her by another so authorized by law who has full knowledge of Dr. Paul's history of chemical dependency. Further, in the event that Dr. Paul is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Paul shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Paul received; the medical purpose for which she 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 her, Dr. Paul 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.
4. Dr. Paul shall abstain completely from the use of alcohol.

Absences from Ohio



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5. Dr. Paul 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 monitoring terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Paul 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. Paul may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Paul is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

Releases; Quarterly Declarations and Appearances

6. Dr. Paul 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. Paul's chemical dependency or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Paul further agrees to provide the Board written consent permitting any treatment provider from whom she obtains treatment to notify the Board in the event she 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.
7. Dr. Paul shall submit quarterly declarations under penalty of Board disciplinary action and/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.
8. Dr. Paul 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.



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Drug & Alcohol Screens; Drug Testing Facility and Collection Site

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

Dr. Paul 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. Paul acknowledges that she 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 pursuant to the global contract between said facility and the Board, that provides for the Board to maintain ultimate control over the urine screening process and to preserve the confidentiality of all positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code, and the screening process shall require a daily call-in procedure. Further, in the event that the Board exercises its discretion, as provided in Paragraph 10 below, to approve urine screenings to be conducted at an alternative drug testing facility and/or collection site or a supervising physician, such approval shall be expressly contingent upon the Board retaining ultimate control over the urine screening process in a manner that preserves the aforementioned confidentiality of all positive screening results.

Dr. Paul shall submit, at her expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Paul shall be negative, except for those substances prescribed, administered, or dispensed to her 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 she 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. Paul 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, Dr. Paul shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Paul and the Board-approved drug testing facility and/or collection site. Dr. Paul's failure to timely

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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.

Dr. Paul 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. Paul 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.

Dr. Paul 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. Paul must immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph 10 below, as soon as practicable. Dr. Paul 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. Paul 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.

10. Dr. Paul and the Board agree that it is the intent of this Consent Agreement that Dr. Paul shall submit her 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. Paul, 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. Paul:
  - a. Within thirty days of the date upon which Dr. Paul 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. Paul, she 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,

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to whom Dr. Paul 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. Paul's residence or employment location, or to a physician who practices in the same locale as Dr. Paul. Dr. Paul 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. Paul acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

- b. Dr. Paul 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. Paul must immediately notify the Board in writing. Dr. Paul 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 her urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Paul 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. Paul.
  - d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Paul's designated alternate drug testing facility and/or collection site, or any person proposed to serve as her 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.
11. 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



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no later than the due date for Dr. Paul's quarterly declaration. It is Dr. Paul's responsibility to ensure that reports are timely submitted.

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

Rehabilitation Program

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

Dr. Paul 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. Paul's quarterly declarations.

14. Immediately upon completion of any required treatment for chemical dependency, Dr. Paul shall enter into an aftercare contract with a Board-approved treatment provider and shall maintain continued compliance with the terms of said aftercare contract, provided that, where the terms of the aftercare contract conflict with the terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Psychiatric Treatment

15. Within thirty days of the effective date of this Consent Agreement, Dr. Paul shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of her choice. Upon approval by the Board, Dr. Paul shall undergo and continue psychiatric treatment monthly or as otherwise directed by the Board. Dr. Paul shall comply with her psychiatric treatment plan, including taking medications as prescribed and/or ordered for her psychiatric disorder. Dr. Paul shall ensure that psychiatric reports are forwarded by her treating psychiatrist to the Board on a quarterly basis, or as otherwise directed by the Board. The psychiatric reports shall contain information describing Dr. Paul's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Paul's compliance with her treatment plan; Dr. Paul's mental status; Dr. Paul's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Paul shall ensure that her treating psychiatrist



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immediately notifies the Board of her failure to comply with her psychiatric treatment plan and/or any determination that Dr. Paul is unable to practice due to her psychiatric disorder. It is Dr. Paul's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Paul's quarterly declaration.

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

#### CONDITIONS FOR REINSTATEMENT

16. The Board shall not consider reinstatement or restoration of Dr. Paul's certificate to practice osteopathic medicine and surgery until all of the following conditions are met:
  - a. Dr. Paul shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
  - b. Dr. Paul shall demonstrate to the satisfaction of the Board that she can resume practice in compliance with acceptable and prevailing standards of care under the provisions of her certificate. Such demonstration shall include but shall not be limited to the following:
    - i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that Dr. Paul has successfully completed any required inpatient treatment, including at least twenty-eight days of inpatient or residential treatment for chemical abuse/dependence, as set forth in Rules 4731-16-02 and 4731-16-08, Ohio Administrative Code, completed consecutively.
    - ii. Evidence of continuing full compliance with, or successful completion of, a post-discharge aftercare contract with a treatment provider approved under

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Section 4731.25 of the Revised Code. Such evidence shall include, but not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with rule 4731-16-10 of the Administrative Code.

- iii. Evidence of continuing full compliance with this Consent Agreement.
- iv. Three written reports indicating that Dr. Paul's ability to practice has been assessed and that she has been found capable of practicing according to acceptable and prevailing standards of care.

Two reports shall be made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Paul. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Paul shall provide the evaluators with copies of patient records from any evaluations and/or treatment that she has received, and a copy of this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Paul, and any conditions, restrictions, or limitations that should be imposed on Dr. Paul's practice. The reports shall also describe the basis for the evaluator's determinations.

One report shall be made by a psychiatrist, approved in advance by the Board, who shall conduct a psychiatric examination of Dr. Paul. Prior to the examination, Dr. Paul shall provide the psychiatrist with copies of patient records from any prior evaluations and/or treatment that she has received, and a copy of this Consent Agreement. The report from the evaluating psychiatrist shall include the psychiatrist's diagnoses and conclusions; any recommendations for care, counseling, and treatment for the psychiatric diagnoses; any conditions, restrictions, or limitations that should be imposed on Dr. Paul's practice; and the basis for the psychiatrist's determinations.

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement. Further, at the discretion of the Secretary and Supervising Member of the Board, the Board may request an updated assessment and report if the Secretary and Supervising Member determine that such updated assessment and report is warranted for any reason.

- v. In the event that the Board initiates future formal proceedings against Dr. Paul, including but not limited to issuance of a Notice of Opportunity for Hearing, Dr. Paul shall be ineligible for reinstatement until such proceedings

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are fully resolved by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

- c. Dr. Paul shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board within 180 days of the date upon which all the above-specified conditions for reinstatement or restoration have been completed or, if the Board and Dr. Paul are unable to agree on the terms of a written Consent Agreement, then Dr. Paul further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code. The Board shall provide notice to Dr. Paul that said hearing has been scheduled, advising Dr. Paul of her hearing rights, and stating the date, time, and location of the hearing at which the Board will present its evidence, after which the Board will make a determination of the matter by Board Order.

Further, upon reinstatement of Dr. Paul's certificate to practice osteopathic medicine and surgery in this state, the Board shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code. Moreover, upon termination of the consent agreement or Board Order, Dr. Paul shall submit to the Board for at least two years annual progress reports made under penalty of Board disciplinary action or criminal prosecution stating whether Dr. Paul has maintained sobriety.

17. In the event that Dr. Paul has not been engaged in the active practice of osteopathic medicine and surgery for a period in excess of two years prior to application for reinstatement, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Paul's fitness to resume practice.

#### **REQUIRED REPORTING BY LICENSEE**

18. Within thirty days of the effective date of this Consent Agreement, Dr. Paul shall provide a copy of this Consent Agreement to all employers or entities with which she 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 she has privileges or appointments. Further, Dr. Paul shall promptly provide a copy of this Consent Agreement to all employers or entities with which she contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where she applies for or obtains privileges or appointments. In the event that Dr. Paul 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. Paul shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency

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Medical Services. Further, Dr. Paul shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

19. Within thirty days of the effective date of this Consent Agreement, Dr. Paul shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which she currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which she currently holds any license or certificate. Dr. Paul further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which she applies for any professional license or reinstatement of any professional license. Further, Dr. Paul 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.
20. Dr. Paul shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Paul treatment or monitoring for her chemical dependency, mental health or any related conditions. Further, Dr. Paul 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.



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21. Dr. Paul shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

#### **DURATION/MODIFICATION OF TERMS**

The above-described terms, conditions and limitations 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. Paul, 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.

In the event that any term, limitation, or condition contained in this Consent Agreement is determined to be invalid by a court of competent jurisdiction, Dr. Paul and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

#### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Paul 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.

#### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

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

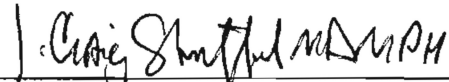
This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Paul acknowledges that her social security number will be used if this information is so reported and agrees to provide her social security number to the Board for such purposes.

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**EFFECTIVE DATE**

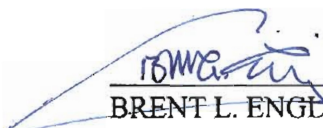
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

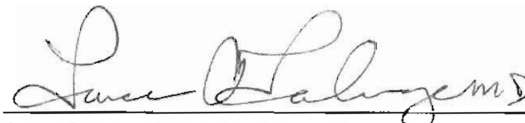
  
SHEILA SALOME PAUL, D.O.

  
J. CRAIG STRAFFORD, M.D., M.P.H.  
Secretary

4/6/12  
DATE


11 April 2012  
DATE

  
BRENT L. ENGLISH 0022678  
Attorney for Dr. Paul

  
LANCE A. TALMAGE, M.D.  
Acting Supervising Member

April 10, 2012  
DATE

4-11-12  
DATE

  
MARK R. BLACKMER  
Enforcement Attorney

April 11, 2012  
DATE