CONSENT AGREEMENT
BETWEEN
JAKE PAUL HEINEY, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO

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

Dr. Heiney 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)(34), Ohio Revised Code, for "[f]ailure to cooperate in an investigation conducted by the board under division (F) of this section, including failure to comply with a subpoena or order issued by the board or failure to answer truthfully a question presented by the board in an investigative interview, an investigative office conference, at a deposition, or in written interrogatories."

B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the facts as set forth in Paragraph D 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. Dr. Heiney expressly states and specifically acknowledges he understands that the Board intends to pursue by separate action any and all violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement, including but not limited to, Sections 4731.22(B)(2), 4731.22(B)(3), 4731.22(B)(6), 4731.22(B)(9), and/or 4731.22(B)(10), Ohio Revised Code, even if such violations arise from the same common nucleus of operative fact as outlined within this Consent Agreement. Dr. Heiney further expressly states and specifically acknowledges he understands that subsequent Board Orders may supersede this Consent Agreement and may result in further discipline, up to and including permanent revocation of his license to practice medicine in the State of Ohio. Further, Dr. Heiney attests that the factual summary contained herein is an accurate representation of the information provided.
C. Dr. Heiney is licensed to practice medicine and surgery in the State of Ohio, License #35.090990. Dr. Heiney states that he is also licensed to practice medicine or surgery in the State of Michigan, License #4301093491, and the State of Indiana, License #01075470A.

D. Dr. Heiney admits that on or about August 7, 2015, an Indictment was filed against him in the Court of Common Pleas of Lucas County, Ohio, Case Number G-4801-CR-201502287-000 charging him with two counts of Gross Sexual Imposition in violation of Section 2907.05(A)(1) and (C), Ohio Revised Code, both being felonies of the fourth degree, and one count of Tampering with Records in violation of Section 2913.42(A)(1) and (B)(1)(2)(a), Ohio Revised Code, being a misdemeanor of the first degree. Dr. Heiney admits that, based on the advice of counsel and his Fifth Amendment right against self-incrimination, he declines to provide the Board with certain factual information concerning the criminal matter pending against him, which information is currently being sought by the Board in the course of its investigation related to the aforementioned matter.

Dr. Heiney further stipulates that he last actively practiced medicine and surgery in the State of Ohio on or about 9/15/15.

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

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Heiney to practice medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time.

OBEY ALL LAWS

2. Dr. Heiney shall obey all federal, state, and local laws. Further, Dr. Heiney shall comply with all requirements of any Order issued in Case Number G-4801-CR-201502287-000, or any continued proceedings or subsequent appeal.

RELEASES; QUARTERLY DECLARATIONS AND APPEARANCES

3. Dr. Heiney 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 any treatment or evaluation for Dr. Heiney related to the matter or conduct described in Paragraph D of this Consent Agreement, 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 provided 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. Heiney further agrees to provide the Board written consent permitting any provider from whom he obtains any type of treatment or evaluation to notify the Board in the event he fails to agree to or comply with any treatment contract or treatment plan. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.

4. Dr. Heiney 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, provided that if the effective date is on or after the sixteenth day of the month, the first quarterly declaration must be received in the Board’s offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the Board’s offices on or before the first day of every third month.

5. Dr. Heiney shall appear in person for an interview before the full Board or its designated representative as requested by the Board, and subsequent personal appearances must occur thereafter as requested by the Board, except that Dr. Heiney and the Board agree that Dr. Heiney shall not be required to appear before the Board until the proceedings in Case Number G-4801-CR-201502287-000, and any continued proceedings in the Court of Common Pleas of Lucas County, Ohio are concluded.

CONDITIONS FOR REINSTATMENT

6. The Board shall not consider reinstatement or restoration of Dr. Heiney’s certificate to practice medicine and surgery until all of the following conditions are met:

   a. Dr. Heiney shall submit an application for reinstatement or restoration, accompanied by appropriate fees, if any.

   b. Dr. Heiney shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but not be limited to the following:

      i. Evidence of continuing full compliance with this Consent Agreement.

      ii. Dr. Heiney shall fully cooperate in providing the Board with any and all information requested by the Board, including but not limited to specific
factual information related to all the allegations in the Indictment filed against him in the Court of Common Pleas of Lucas County, Ohio, Case Number G-4801-CR-201502287-000.

c. All pending criminal charges described in Paragraph D above have been fully, finally and completely resolved, including all appeals, if any.

d. The Board’s investigation concerning Dr. Heiney has been fully, finally and completely resolved through one of the following two alternatives:

i. The Board ratifies a written consent agreement including terms, conditions and limitations, to include at a minimum the future completion of approved medical education courses in the areas of professional boundaries and medical recordkeeping, 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. Heiney are unable to agree on the terms of a written Consent Agreement, then Dr. Heiney 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. Heiney that the hearing has been scheduled, advising Dr. Heiney of his hearing rights and stating the date, time and location of the hearing at which the Board will present its evidence, after which the Board will make a determination of the matter by Board Order.

ii. The Board issues a final Board Order following issuance to Dr. Heiney of a Notice of Opportunity for Hearing, for which Dr. Heiney shall be entitled to a hearing pursuant to Chapter 119. of the Ohio Revised Code.

e. In the event that the Board initiates future formal proceedings against Dr. Heiney, including but not limited to issuance of a Notice of Opportunity for Hearing, Dr. Heiney shall be ineligible for reinstatement or restoration until such proceedings are fully resolved by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

7. In the event that Dr. Heiney has not been engaged in the active practice of 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. Heiney’s fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

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

9. Within thirty days of the effective date of this Consent Agreement, Dr. Heiney 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. Heiney 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 reinstatement of any professional license. Further, Dr. Heiney 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.

10. Dr. Heiney shall provide a copy of this Consent Agreement by certified mail, return receipt requested, to any person or entity that provides evaluation, treatment, or monitoring of his related to the criminal matter described herein prior to commencing

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such evaluation, treatment, or monitoring. Further, Dr. Heiney 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.

11. Dr. Heiney 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. Heiney, 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. Heiney 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. Heiney 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. Heiney 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. Heiney 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. Heiney 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.

JAKE PAUL HEINEY, M.D.

KIM G. ROTHERMEL, M.D.
Secretary

10-2-15
DATE

10-14-15
DATE

JAMES E. BRAZEAU
Attorney for Dr. Heiney

BRUCE R. SAFERIN, D.P.M.
Supervising Member

10-5-15
DATE

10-14-15
DATE

GREGORY A. TAPOCSI
Enforcement Attorney

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