

**CONSENT AGREEMENT
BETWEEN
FRED ARTHUR WAGSHUL, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO
CASE NO. 22-CRF-0114**

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

Dr. Wagshul 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 violation of Section 4731.22(B)(2), Ohio Revised Code, for: "failure to maintain minimal standards applicable to the selection or administration of drugs, or failure to employ acceptable scientific methods in the selection of drugs or other modalities for treatment of disease," and for a violation of Section 4731.22(B)(6), for "a departure from, or failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established."
- B. The Board enters into this Consent Agreement in lieu of further formal proceedings based upon the remaining allegations set forth in the Notice of Opportunity for Hearing issued on June 8, 2022, attached hereto as Exhibit A, and incorporated herein by reference. The Board expressly reserves the right to institute additional formal proceedings based upon any other violations of Chapter 4731., Ohio Revised Code, whether occurring before or after the effective date of this Consent Agreement.
- C. Dr. Wagshul is licensed to practice medicine and surgery in the State of Ohio, license number 35.054353.
- D. Dr. Wagshul states that he is not licensed to practice medicine in any other states.
- E. Dr. Wagshul admits that, in the course of providing telehealth, he failed to obtain Patient 1's medical records and failed to consult with other medical providers actively involved in Patient 1's care prior to undertaking treatment of Patient 1, as required by Ohio Revised Code Sections 4731.22(B)(2) and 4731.22(B)(6).

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

REPRIMAND

1. Dr. Wagshul is hereby REPRIMANDED.

REQUIRED REPORTING BY LICENSEE

2. Within thirty days of the effective date of this Consent Agreement, Dr. Wagshul 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. Wagshul 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. Wagshul 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. Wagshul shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, within thirty days of the date of each such notification, Dr. Wagshul shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.
3. Within thirty days of the effective date of this Consent Agreement, Dr. Wagshul shall provide a copy of this Consent Agreement by certified mail 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. Wagshul further agrees to provide a copy of this Consent Agreement by certified mail at time of application to the proper licensing authority of any state in which he applies for any professional license or for reinstatement of any professional license. Additionally, within thirty days of the effective date of this Consent Agreement, Dr. Wagshul shall provide a copy of this Consent Agreement to any specialty or subspecialty board of the American Board of Medical Specialties or the American Osteopathic Association Bureau of Osteopathic Specialists under which he currently holds or has previously held certification. Further, within thirty days of the date of each such notification, Dr. Wagshul shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.

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

MONETARY FINE:

5. Within thirty days of the effective date of this Consent Agreement, Dr. Wagshul shall remit payment in full of a monetary fine of five thousand dollars (\$5,000.00). Such payment shall be made in full via credit card in the manner specified by the Board through its online portal, or by other manner as specified by the Board. Further, Dr. Wagshul acknowledges and agrees that his failure to timely remit full payment shall constitute a violation of this agreement and agrees to pay all reasonable costs associated with the collection of any payment.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Wagshul 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. Wagshul has violated any term, condition or limitation of this Consent Agreement, Dr. Wagshul agrees that the violation, as alleged, also constitutes clear and convincing evidence that his continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

DURATION/MODIFICATION OF TERMS

The reprimand of Dr. Wagshul shall not terminate. 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. Wagshul, 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 upon this Consent Agreement being superseded by a subsequent final Board Order taking effect.

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. Wagshul and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

ACKNOWLEDGMENTS/LIABILITY RELEASE

By executing his signature on this Consent Agreement, Dr. Wagshul agrees that in the event the Board, in its discretion, does not ratify this Consent Agreement, this settlement offer is withdrawn

and shall be of no evidentiary value and shall not be relied upon or introduced in any disciplinary action or appeal by either party. Dr. Wagshul and the Board further agree that if this Consent Agreement is not approved, it shall not constitute an admission against interest in this proceeding and shall not prejudice the ability of the Board to adjudicate this matter.

This Consent Agreement represents the sole and entire agreement of the parties hereto and supersedes all prior written or oral negotiations, agreements, or understandings between the parties. No party to this agreement has been induced to enter into the Consent Agreement by any representations or inducements except those expressly set forth in this written agreement. Further, all parties agree that to the extent any language in the agreement will be interpreted in a subsequent dispute, no ambiguous language shall be construed against the party drafting this Consent Agreement.

Dr. Wagshul acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

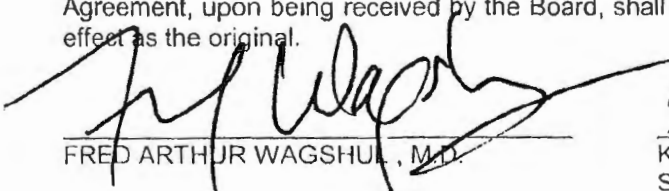
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

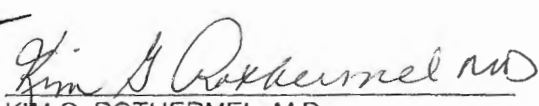
Dr. Wagshul hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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. Wagshul 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. Further, Dr. Wagshul specifically acknowledges that the electronic transmission of a scanned or photostatic copy of any executed signature to this Consent Agreement, upon being received by the Board, shall be deemed to have the full legal force and effect as the original.


FRED ARTHUR WAGSHUL, M.D.


KIM G. ROTHERMEL, M.D.
Secretary

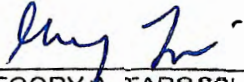
DATE

03/06/2023

DATE

3/8/23

STATE OF CONNECTICUT
SUPERIOR COURT
HARTFORD



GREGORY A. TAPOCSI, ESQ.
Attorney for Dr. Wagshul

3-6-23

DATE



BRUCE R. SAFERIN, D.P.M.
Supervising Member **ROBERT P. GIACALONE**

3/8/23

DATE

 / PER AUTHORITY

KYLE C. WILCOX
Assistant Attorney General

3/8/23

DATE



June 8, 2022

Case number: 22-CRF- 0114

Fred Arthur Wagshul, M.D.
8371 Yankee St.
Dayton, OH 45458-1810



Dear Doctor Wagshul:

In accordance with Chapter 119., Ohio Revised Code, you are hereby notified that the State Medical Board of Ohio [Board] intends to determine whether or not to limit, revoke, permanently revoke, suspend, refuse to grant or register or issue the license or certificate for which you have a pending application in accordance with Section 9.79 of the Ohio Revised Code, or refuse to renew or reinstate your license or certificate to practice medicine and surgery, or to reprimand you or place you on probation for one or more of the following reasons:

- (1) In or around August 2021 to in or around September 2021, you provided care for Patient 1 as identified on the attached Patient Key (Key is confidential and to be withheld from public disclosure).

On or about July 15, 2021, Patient 1 was hospitalized for treatment of a COVID-19 infection. Soon thereafter, Patient 1 was transferred for care to the Intensive Care Unit [ICU] within the hospital and was subsequently placed on a ventilator, where he continued to suffer from acute respiratory failure. Patient 1's medical guardian sought medical care from you for Patient 1, and you prescribed Ivermectin to Patient 1 on or about August 19, 2021.

On September 2, 2021, when questioned under oath as to the circumstances immediately preceding that prescription, you testified that you had not examined Patient 1; had not obtained his hospital records; had not consulted with any of the ICU attending physicians who were caring for Patient 1; had not reviewed any imaging studies; had not reviewed any lab reports; had not reviewed any progress notes; had not reviewed any nursing notes; were unaware of his ventilator settings, blood pressure, heart rate, and liver function; and you were generally unaware as to whether Patient 1's condition was trending positive or decompensating. Further, your medical records to support your medical decisions in the care of this patient consisted of five handwritten pages labeled as "phone consults", none of which involved direct interaction or communication with Patient 1. Additionally, when asked if continued use of Ivermectin would benefit Patient 1, you indicated "I honestly don't know [...]".

Your acts, conduct, and/or omissions as alleged in paragraph (1) above, individually and/or collectively, constitute "[f]ailure to maintain minimal standards applicable to the selection or administration of drugs, or failure to employ acceptable scientific methods in the selection of

Handwritten signature/initials 06.09.2022

drugs or other modalities for treatment of disease," as that clause is used in Section 4731.22(B)(2), Ohio Revised Code.

Further, your acts, conduct, and/or omissions as alleged in paragraph (1) above, individually and/or collectively, constitute a "departure from, or the failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established," as that clause is used in Section 4731.22(B)(6), Ohio Revised Code.

Furthermore, for any violations that occurred on or after September 29, 2015, the Board may impose a civil penalty in an amount that shall not exceed twenty thousand dollars, pursuant to Section 4731.225, Ohio Revised Code. The civil penalty may be in addition to any other action the Board may take under section 4731.22, Ohio Revised Code.

Pursuant to Chapter 119., Ohio Revised Code, you are hereby advised that you are entitled to a hearing in this matter. If you wish to request such hearing, the request must be made in writing and must be received in the offices of the State Medical Board within thirty days of the time of mailing of this notice.

You are further advised that, if you timely request a hearing, you are entitled to appear at such hearing in person, or by your attorney, or by such other representative as is permitted to practice before this agency, or you may present your position, arguments, or contentions in writing, and that at the hearing you may present evidence and examine witnesses appearing for or against you.

In the event that there is no request for such hearing received within thirty days of the time of mailing of this notice, the State Medical Board may, in your absence and upon consideration of this matter, determine whether or not to limit, revoke, permanently revoke, suspend, refuse to grant or register or issue the license/certificate for which you have a pending application in accordance with Section 9.79 of the Ohio Revised Code, or refuse to renew or reinstate your license or certificate to practice medicine and surgery, or to reprimand you or place you on probation.

Please note that, whether or not you request a hearing, Section 4731.22(L), Ohio Revised Code, provides that "[w]hen the board refuses to grant or issue a license or certificate to practice to an applicant, revokes an individual's license or certificate to practice, refuses to renew an individual's license or certificate to practice, or refuses to reinstate an individual's license or certificate to practice, the board may specify that its action is permanent. An individual subject to a permanent action taken by the board is forever thereafter ineligible to hold a license or certificate to practice and the board shall not accept an application for reinstatement of the license or certificate or for issuance of a new license or certificate."

Copies of the applicable sections are enclosed for your information.

Very truly yours,


Kim G. Rothermel, M.D.
Secretary

KGR/JBR/iv
Enclosures

CERTIFIED MAIL # 9414 8149 0315 2968 0058 94
RETURN RECEIPT REQUESTED

CC: Christopher Begin
Dinsmore & Shohl, LLP
191 West Nationwide Blvd, Suite 300
Columbus, OH 43215

CERTIFIED MAIL # 9414 8149 0315 2968 0059 00
RETURN RECEIPT REQUESTED

**IN THE MATTER OF
FRED ARTHUR
WAGSHUL, M.D.**

22-CRF-0114

**JUNE 8, 2022, NOTICE OF
OPPORTUNITY FOR HEARING -
PATIENT KEY**

**SEALED TO
PROTECT PATIENT
CONFIDENTIALITY AND
MAINTAINED IN CASE
RECORD FILE.**



June 8, 2022

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M) called 06-09-2022

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