BEFORE THE ARIZONA BOARD OF OSTEOPATHIC EXAMINERS IN MEDICINE AND SURGERY

In the Matter of **Steven Locnikar, D.O.** Holder of Applicant / License No. 005284 For the Practice of Osteopathic Medicine In the State of Arizona	**Case No: DO-10-0022A** **ORDER FOR ISSUANCE OF LICENSE CONTINGENT ON PROBATION AND STIPULATED REHABILITATION AGREEMENT**

Steven Locnikar, D.O. ("Physician"), filed an application for licensure on May 11, 2009. The Arizona Board of Osteopathic Examiners in Medicine and Surgery ("Board") considered the application at its meeting on November 21, 2009 and, pursuant to A.A.C. R4-22-212(C), requested additional information and documentation. Physician was present at that meeting, and represented by counsel, Thomas Connelly, Esq.

That information and documentation having been received, the Board considered Physician's application at their meeting on March 20, 2010. Physician was present, but was not represented by counsel. Michel Sucher, M.D. was present as a witness.

Having considered the application, its supporting documentation, and having heard from Physician and his witness, the Board voted to enter the following Order:

JURISDICTIONAL STATEMENTS

1. Steven Locnikar applied for licensure on May 11, 2009, thus placing himself under the jurisdiction of the Board.
2. Pursuant to A.R.S. § 32-1822(E), the Board may issue a license contingent on the applicant's entering into a stipulated order that may include a period of probation or a restriction on the licensee's practice.

ORDER

Pursuant to the authority vested in the Board, **IT IS HEREBY ORDERED** that Steven Locnikar, D.O. be **ISSUED** License number 005284 on **PROBATION for Ten (10) Years,** subject to the following contingencies:

1. Payment of the issuance fee pursuant to A.R.S. § 32-1822(B),

2. Entering into the Stipulated Rehabilitation Agreement, a signed copy of which is attached as Appendix A, and incorporated herein by this reference.

ISSUED THIS 30th DAY OF March, 2010.
STATE OF ARIZONA
BOARD OF OSTEOPATHIC EXAMINERS
IN MEDICINE AND SURGERY

By: Elaine LeTarte
Elaine LeTarte, Executive Director

Original "Order for Issuance of License Contingent on Probation and Stipulated Rehabilitation Agreement" filed this 30th day of March, 2010 with the:

Steven Locnikar, D.O.
Address of record

Copy of the foregoing "Order for Issuance of License Contingent on Probation and Stipulated Rehabilitation Agreement" filed this 30th day of March, 2010 at:

Arizona Board of Osteopathic Examiners in Medicine and Surgery
9535 East Doubletree Ranch Road
Scottsdale AZ 85258-5539

Copy of the foregoing "Order for Issuance of License Contingent on Probation and Stipulated Rehabilitation Agreement"" sent via U.S. mail this 30th day of March, 2010 to:

Thomas Connelly, Esq.
2425 E Camelback, Ste 880
Phoenix AZ 85016-4208

Copy of the foregoing "Order for Issuance of License Contingent on Probation and Stipulated Rehabilitation Agreement" sent via electronic mail this 30th day of March, 2010 to:

Camila Alarcon, Assistant Attorneys General
Office of the Attorney General CIV/LES
1275 West Washington
Phoenix AZ 85007

Kathy Fowkes

APPENDIX A

BEFORE THE ARIZONA BOARD OF OSTEOPATHIC EXAMINERS IN MEDICINE AND SURGERY

In the Matter of **Steven Locnikar, D.O.** Holder of Applicant / License No. 005284 For the Practice of Osteopathic Medicine In the State of Arizona	**Case No: DO-10-0022A** **STIPULATED REHABILITATION AGREEMENT**

STIPULATED REHABILITATION AGREEMENT

While this Agreement is not a disciplinary action, Physician acknowledges that any violation of the Agreement constitutes unprofessional conduct as defined in A.R.S. § 32-1854 and may result in disciplinary action pursuant to A.R.S. § 32-1855.

The parties hereto mutually understand and agree that this Agreement is being entered into based on the facts and information currently in the Board's possession. If any fact or information provided by Physician is later discovered to be false or incomplete, Physician may be subject to disciplinary action by the Board.

Furthermore, by signing this Agreement, Physician waives and relinquishes any right to appeal from or legally challenge this Agreement by filing any type of administrative or judicial review action in state or federal court.

Although the Executive Director has not issued this Agreement, Physician may not make any modifications to the Agreement. After signing this Agreement, and returning it (or a copy thereof) to the Executive Director, Physician may not revoke acceptance of this Agreement.

PHYSICIAN ACKNOWLEDGES THAT PHYSICIAN HAS READ THIS AGREEMENT, UNDERSTANDS ITS TERMS, AND AGREES TO COMPLY.

REVIEWED AND ACCEPTED this 30 day of March, 2010.

Steven Locnikar DO

Thomas Connelly, Esq.

Steven Locnikar, D.O.

BASED UPON THE FOREGOING, IT IS HEREBY AGREED TO AS FOLLOWS:

1. **Duration of Agreement.** This Agreement will expire at the end of **Ten (10) Years** unless the Board orders its earlier termination or extends its time period; or alternatively, this Agreement may be terminated pursuant to proceedings conducted under A.R.S. § 32-1855.

2. **Practice Restriction.** Physician's practice is restricted as follows:

a. Physician's practice shall be restricted to medical, non-surgical practice.

b. Physician may practice up to twenty (20) hours per week of scheduled time, and shall not be on-call.

c. Physician shall practice under the direct supervision of another licensed physician, approved by the Executive Director in advance of Physician practicing. The supervising physician(s) shall confirm in writing to the Executive Director his/her/their knowledge of the terms of this Order prior to the Physician beginning practice. For purposes of this section "supervision" shall be defined as the supervising physician(s) being immediately available for consultation and reviewing Physician's patient charts.

d. Terms (a) through (c), above, shall be in effect for at minimum six (6) months starting from the first date that Physician begins supervised practice. In the event that Physician stops practicing with the approved supervising physician(s), Physician shall immediately notify the Executive Director, and the six month period will be tolled until Physician's supervised practice resumes. After six months of supervised practice, Physician may come before the Board to request modification of this practice restriction.

3. **Participation in Monitored Aftercare Program.** Physician shall continue enrollment and participation in the monitored aftercare program ("MAP") conducted by Greenberg and Sucher, P.C. Physician shall cooperate with Board Staff and contracting MAP supervisors. Greenberg and Sucher, P.C. shall provide quarterly reports to the Board of

Physician's compliance with the terms of monitoring, below, and shall notify the Executive Director immediately of any relapse or non-compliance with the MAP.

4. **Modifications.** This Agreement is subject to modification by mutual consent unless otherwise specified herein. If the parties do not mutually agree to future amendments to this Agreement or, alternatively, if the Executive Director concludes that it is appropriate, this matter may be referred for further proceedings or investigation to the extent authorized by statute or other applicable law to consider all relevant issues of Physician's professional conduct and ability to safely and ethically engage in the practice of medicine.

5. **Treatment.** Physician shall submit to all medical, substance abuse, and mental health care and treatment ordered by the Executive Director or MAP Director. Physician shall participate in therapeutic counseling for addiction. Physician shall promptly provide to the Board's staff ("Board Staff") the names of the treating doctors and therapists, and shall continue the therapy and participation in counseling as recommended. Physician shall promptly inform the treating doctors/ therapists of Physician's rehabilitation efforts and provide a copy of this Agreement to each.

6. **12 Step or Self-Help Group Meetings.** Physician shall participate in 12-step meetings or other self-help group meetings appropriate for alcohol/substance abuse as recommended by the MAP Director. Physician shall provide the MAP Director a log of meetings as directed.

7. **Board / MAP Approved Primary Care Physician.** Physician shall promptly obtain a primary care physician ("PCP") and shall submit the name of the physician in writing to MAP for approval. The MAP-approved PCP shall be in charge of providing and coordinating Physician's medical care and treatment. Except in an *Emergency,* Physician shall obtain medical care and treatment only from the PCP and from health care providers to whom Physician is referred by the PCP. Physician shall request that the PCP document all referrals in the medical record. Physician shall promptly inform the PCP of Physician's rehabilitation efforts and

provide a copy of this Agreement to the PCP. Physician shall also inform all other health care providers who provide medical care or treatment that Physician is participating in MAP.

a. *"Emergency"* means a serious accident or sudden illness that, if not treated immediately, may result in a long-term medical problem or loss of life.

8. **Medication.** Except in an *Emergency*, Physician shall take no *Medication* unless the PCP or other health care provider to whom the PCP refers Physician prescribes the *Medication*. In no event shall Physician self-prescribe any *Medication*.

a. *"Medication"* means a prescription-only drug, controlled substance, and over-the counter preparation, other than plain aspirin, plain ibuprofen, and plain acetaminophen.

9. If a controlled substance is prescribed, dispensed, or is administered to Physician by any person other than the PCP, Physician shall notify the PCP in writing within 48 hours and notify the Board staff or MAP Director immediately. The notification shall contain all information required for the medication log entry specified in paragraph 10. Physician shall request that the notification be made a part of the medical record. This paragraph does not authorize Physician to take any *Medication* other than in accordance with paragraph 8.

10. **Medication Log.** Physician shall maintain a current legible log of all *Medication* taken by or administered to Physician, and shall make the log available to Board Staff upon request. For *Medication* (other than controlled substances) taken on an on-going basis, Physician may comply with this paragraph by logging the first and last administration of the *Medication* and all changes in dosage or frequency. The log, at a minimum, shall include the following:

a. Name and dosage of Medication taken or administered;
b. Date taken or administered;
c. Name of prescribing or administering physician;
d. Reason Medication was prescribed or administered.

This paragraph does not authorize Physician to take any *Medication* in accordance with paragraph 8. Physician shall provide a log of medications taken the previous month, containing the above information, to the MAP as directed.

11. **No Illicit Drugs, Alcohol or Poppy Seeds.** Physician shall not consume illicit drugs, alcohol or any food or other substance containing illicit drugs, poppy seeds or alcohol. This includes, but is not limited to, the use of mouth/teeth washes or cough / cold syrups that contain alcohol.

12. **Biological Fluid Collection.** During all times that Physician is physically present in the State of Arizona and such other times as Board Staff may direct, Physician shall promptly comply with requests from Board Staff or the MAP Director to submit to witnessed biological fluid collection. If Physician is directed to contact an automated telephone message system to determine when to provide a specimen, Physician shall do so within the hours specified by Board Staff. For the purposes of this paragraph, in the case of an in-person request, "promptly comply" means "immediately." In the case of a telephonic request, "promptly comply" means that, except for good cause shown, Physician shall appear and submit to specimen collection not later than two hours after telephonic notice to appear is given. The Board Staff in its sole discretion shall determine good cause.

13. Physician shall cooperate with collection site personnel regarding biological fluid collection. Repeated complaints from collection site personnel that Physician is not cooperating regarding collection may be grounds for termination from MAP. Physician authorizes any person or organization conducting tests on the collected samples to provide testing results to the Board Staff and the MAP Director.

14. **Out of State Travel and/or Unavailability at Home or Office Telephone Number.** Physician shall provide MAP at least three business days advance written notice of any plans to be away from the office or home when such absence would prohibit Physician from responding to an order to provide a biological fluid specimen or from responding to communications from the Board. The notice shall state the reason for the intended absence from home or office, and shall provide a telephone number that may be used to contact Physician.

15. **Payment for Services.** Physician shall pay for all costs associated with participating in MAP at time service is rendered, if required, or within 30 days of each invoice sent to Physician by a contracting MAP.

16. **Examination.** Physician shall submit to mental, physical, and medical competency examinations at such times and under such conditions as directed by the Executive Director to assist Board Staff in monitoring compliance with the terms of this Agreement and Physician's ability to safely engage in the practice of medicine.

17. **Obey All Laws.** Physician shall obey all federal, state and local laws, and all rules governing the practice of medicine in the State of Arizona.

18. **Interviews.** Physician shall appear in person before the Board or Board Staff for interviews upon request, and upon reasonable notice.

19. **Address and Phone Changes, Notice.** Physician shall immediately notify the Board in writing of any change in office or home addresses and telephone numbers.

20. **Relapse, Violation.** In the event of chemical dependency relapse by Physician or use of drugs or alcohol by Physician in violation of this Agreement, Physician shall promptly enter into an Interim Consent Agreement for Practice Restriction that requires, among other things, that Physician not practice medicine until such time as Physician successfully completes another long-term inpatient or residential treatment program for chemical dependency designated by Board Staff and obtains the affirmative approval from the Board or the Executive Director to return to the practice of medicine. Prior to approving Physician's request to return to the practice of medicine, Physician may be required to submit to witnessed biological fluid collection, undergo any combination of a physical examination, psychiatric or psychological evaluation and/or to successfully pass the special purpose licensing examination, or undergo interviews conducted by the Board or Board Staff for the purposes of assisting it in determining Physician's ability to safely return to the practice of medicine. **In no respect shall the terms of this paragraph restrict the Board's authority to initiate and take disciplinary action for violation of this Agreement.**

20. **Notice Requirements.**

(a) Physician shall immediately provide a copy of this Agreement to all employers and hospitals and free standing surgery centers where Physician currently has privileges. Within 30 days of the date of the Agreement, Physician shall provide Board Staff with a signed statement that Physician has complied with this notification requirement. Upon any change in employer or upon the granting of privileges at additional hospitals or free standing surgery centers, Physician shall provide the employer, hospital or free standing surgery center with a copy of this Agreement. Within 30 days of a change in employer or upon the granting of privileges at additional hospitals or free standing surgery centers, Physician shall provide the Board with a signed statement that Physician has complied with this notification requirement.

(b) Physician is further required to notify, in writing, all employers, hospitals and free standing surgery centers where Physician currently has, or in the future gains employment or privileges, of a chemical dependency relapse, use of drugs or alcohol in violation of this Agreement and/or entry into a treatment program. Physician shall provide the Board with written confirmation that Physician has complied with this notification requirement within 7 days of any of these events.

21. **Out-of State Residence or Practice.** In the event Physician resides in or practices as a physician in a state other than Arizona, the Board shall toll the Probation until such time as Physician returns to reside and/ or practice in AZ. Upon his return, Physician may request that the Board consider his participation in a rehabilitation program sponsored by another state's medical licensing authority or medical society as full or partial completion of this Agreement.

22. **Public Record.** This Agreement is a public record and will be made available to the public on the Board's website and reported to the National Practitioner Data Bank and the Federation of State Medical Boards.

ISSUED THIS 30th DAY OF March, 2010.
STATE OF ARIZONA

BOARD OF OSTEOPATHIC EXAMINERS
IN MEDICINE AND SURGERY

By: _____
Elaine LeTarte, Executive Director

Original "Order for Issuance of License Contingent on Probation and Stipulated Rehabilitation Agreement"" filed this 30th day of _____, 2010 with the:

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Camila Alarcon, Assistant Attorneys General
Office of the Attorney General CIV/LES
1275 West Washington
Phoenix AZ 85007

Kathy Fowles