

1 **BEFORE THE ARIZONA STATE BOARD OF**
2 **PODIATRY EXAMINERS**

3 In the Matter of:

) **CASE NO. 17-07-B**

4 **LOREN SCOTT WESSEL, DPM**

) **CONSENT AGREEMENT**

Holder of License No. 0367

) **AND ORDER**

5 For the Practice of Podiatry

6 In the State of Arizona

7
8 **CONSENT AGREEMENT**

9 **RECITALS**

10 In the interest of a prompt and judicious settlement of the above-captioned matter before
11 the Arizona State Board of Podiatry Examiners ("Board"), and in the interest of protecting the
12 people of the State of Arizona, consistent with the statutory requirements and responsibilities of
13 the Board pursuant to A.R.S. § 32-801, *et seq.* and A.R.S. § 41-1092.07 (F)(5), Loren Scott
14 Wessel, DPM ("Respondent"), holder of license number 0367 to practice podiatry in the State of
15 Arizona, and the Board enter into the following Consent Agreement for Findings of Fact,
16 Conclusions of Law, and Order for Suspension and Probation ("Consent Agreement") as the final
17 disposition of the matter regarding the Board's concern that Respondent may suffer habitual
18 substance abuse and be engaged in the abuse of controlled substances or prescription-only drugs.

19 1. Respondent has the right to consult with an attorney prior to entering into this
20 Consent Agreement. Respondent has read and understands this Consent Agreement as set forth
21 herein, and has had the opportunity to discuss this Consent Agreement with an attorney or has
22 waived the opportunity. Respondent voluntarily enters into this Consent Agreement for the
23 purpose of avoiding the expense and uncertainty of an administrative hearing.

24 2. Respondent understands that he has a right to a public administrative hearing
25 concerning each and every allegation set forth in the above-captioned matter, at which time
26 Respondent could present evidence and cross-examine witnesses. By entering into this Consent
Agreement, Respondent freely and voluntarily relinquishes all rights to such an administrative

1 hearing, as well as all rights of rehearing, review, reconsideration, appeal, judicial review, or
2 any other administrative, and/or judicial action concerning the matters set forth herein.
3 Respondent affirmatively agrees that this Consent Agreement shall be irrevocable and any
4 modifications to this original document are ineffective and void unless mutually approved by
5 the parties in writing.

6 3. Respondent agrees that the Board may adopt this Consent Agreement or any part
7 of this agreement under A.R.S. §§ 32-852 and 32-852.01. Respondent understands that the
8 Board may consider this Consent Agreement or any part of it in any future disciplinary action
9 against him.

10 4. Respondent understands that this Consent Agreement does not constitute a
11 dismissal or resolution of other matters currently pending before the Board, *if any*, and does not
12 constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction
13 regarding any other pending or future investigation, action, or proceeding.

14 5. Respondent understands that acceptance of the Consent Agreement does not
15 preclude any other agency, subdivision, or officer of this state from instituting other civil or
16 criminal proceedings with respect to the conduct that is the subject of this Consent Agreement.


17 6. The Consent Agreement shall be effective immediately once signed by the
18 President of the Board or the Executive Director of the Board, on behalf of the President. In the
19 event that the Board does not adopt this Consent Agreement, it is withdrawn and shall be of no
20 evidentiary value and shall not be relied upon nor introduced in any action by any party. The
21 parties agree that if the Board rejects this Consent Agreement and this case proceeds to hearing,
22 Respondent shall assert no claim that the Board was prejudiced by its review and discussion of
23 this document or any other records relating thereto.

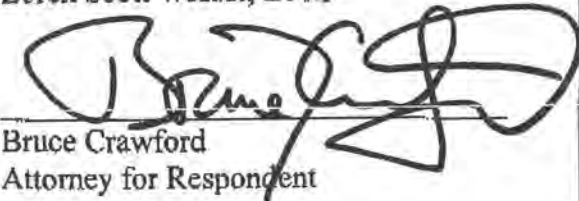
24 7. Respondent understands that suspension and probation constitute disciplinary
25 actions. Respondent further understands that any disciplinary action taken against a licensee by
26 the Board must be reported to the National Practitioner Data Bank, in accordance with federal
regulations.

1 8. Respondent understands that this Consent Agreement is a public record that may
2 be publicly disseminated as a formal action of the Board.

3 9. Respondent understands that any violation of this Consent Agreement could be
4 grounds for further disciplinary action by the Board pursuant to A.R.S. § 32-854.01(21).

5
6 DATED: 12-9-16

SIGNED: 
Loren Scott Wessel, DPM

8 APPROVED AS TO FORM: 
9 Bruce Crawford
10 Attorney for Respondent

11 **FINDINGS OF FACT**

12 1. The Arizona State Board of Podiatry Examiners is the duly constituted agency for
13 licensing and regulating the practice of podiatry in the State of Arizona and has jurisdiction over
14 Respondent and the subject matter pursuant to A.R.S. § 32-801, *et seq.*

15 2. Loren Scott Wessel, DPM is the holder of License Number 0367, which enables
16 him to practice podiatry in the State of Arizona.

17 3. Respondent has been continuously licensed to practice podiatry in the State of
18 Arizona since December 12, 1991. Respondent's license to practice podiatry was renewed on
19 June 30, 2016 and is effective until August 31, 2017.

20 4. On or about September 1, 2016, Respondent was arrested in Pima County,
21 Arizona by the Arizona Attorney General's Office.

22 5. The Board reviewed the information provided to it by the investigating law
23 enforcement agencies at its September 14, 2016 regular Board Meeting and expressed a concern
24 that Respondent's possible habitual intemperance and abuse of controlled substances or
25 prescription-only drugs may endanger the public health, safety, or welfare.
26

1 CONCLUSIONS OF LAW

2 1. The Board possesses jurisdiction over the subject matter hereof and over
3 Respondent pursuant to A.R.S. § 32-801, *et seq.*

4 2. The conduct described in the Findings of Fact above, if proven true, may
5 constitute grounds for disciplinary action pursuant to A.R.S. §§ 32-852 and 32-852.01 and the
6 provisions of A.R.S. § 32-854.01(12) which states, "Habitual intemperance in the use of alcohol
7 or habitual substance abuse."

8 3. The conduct described in the Findings of Fact above, if proven true, may
9 constitute grounds for disciplinary action pursuant to A.R.S. §§ 32-852 and 32-852.01 and the
10 provisions of A.R.S. § 32-854.01(13) which states, "Use of controlled substances or prescription-
11 only drugs except if provided by a physician for use during a prescribed lawful course of
12 treatment."

13 4. The conduct described in the Findings of Fact above, if proven true, may
14 constitute grounds for disciplinary action pursuant to A.R.S. §§ 32-852 and 32-852.01 and the
15 provisions of A.R.S. § 32-854.01(22) which states, "Violating or attempting to violate, directly
16 or indirectly, or assisting in or abetting the violation of or conspiring to violate any provision of
17 this chapter."

18 ORDER

19 Based upon the foregoing Findings of Fact and Conclusions of Law, **IT IS HEREBY**
20 **ORDERED THAT, EFFECTIVE IMMEDIATELY**, Loren Scott Wessel, DPM, holder of
21 license number 0367, shall be subject to the following:

- 22 1. Respondent's license is **SUSPENDED** and Respondent is prohibited from engaging
23 in the practice of podiatry in the State of Arizona as set forth in A.R.S. § 32-801, *et*
24 *seq.*, subject to the following terms and conditions, and until such time that the
25 Board receives a report from a Board-approved addiction medicine specialist or
26 other Board-approved and certified or licensed substance abuse evaluator
affirmatively stating that in his or her professional opinion, he or she believes

1 Respondent is physically and mentally able to safely and competently return to the
2 practice of podiatry, the Board reviews the aforementioned report, and the Board
3 approves Respondent's request to return to the practice of podiatry.

4 a. Respondent shall obtain a substance abuse/addiction evaluation from a Board-
5 approved and certified or licensed substance abuse evaluator. Respondent shall
6 execute all appropriate release of information forms to permit the evaluator to
7 communicate with and forward information regarding the evaluation to the
8 Board. Respondent shall comply with all recommendations made by the
9 evaluator for treatment.

10 b. During the period of **SUSPENSION**, Respondent shall comply with all terms of
11 probation below regarding participation in AA/NA, drug testing, abstaining from
12 alcohol and unauthorized drug use/proof of prescription, release of information
13 forms, interview with the Executive Director, obey all laws, costs, and violation
14 of probation.

15 2. Upon affirmative approval from the Board permitting Respondent to return to
16 practice, Respondent's license will be placed on **PROBATION** for a period of sixty
17 (60) months, subject to the following terms and conditions:

18 a. Aftercare Program. Unless completed during the period of suspension
19 in this Consent Agreement, within seven (7) days of the Board's affirmative
20 approval of Respondent's ability to return to practice, Respondent shall enter
21 a state licensed chemical dependency rehabilitation aftercare program. Upon
22 entry, Respondent shall execute the appropriate release of information form
23 allowing the program to provide records and inform the Board of
24 Respondent's entry and progress with the program. Respondent shall also
25 request the program to submit to the Board, in writing, evidence of
26 satisfactory participation and progress in the program, as well as discharge or
termination from the program. Such reports are due on a quarterly basis

1 from the date of entry into the program for the remainder of the probationary
2 period

3 b. Participation in AA/NA. Within seven (7) days of the effective date of this
4 Consent Agreement, and throughout the term of this Consent Agreement,
5 Respondent shall participate, at least weekly, or as recommended by the
6 rehabilitation program or aftercare program, in Alcoholics Anonymous,
7 Narcotics Anonymous or an equivalent program, and shall submit to the
8 Board, in writing, quarterly reports which are initialed by his sponsor
9 documenting attendance in the program. The first report is due by the end of
10 the first calendar month after the effective date of this Consent Agreement
11 and quarterly thereafter. Respondent shall obtain a sponsor within thirty (30)
12 days of the effective date of this Order. Respondent shall maintain a sponsor
13 relationship throughout the term of this Consent Agreement.

14 c. Drug Testing. During all times that Respondent is physically present in
15 the state of Arizona, and at such other times as Board staff may direct,
16 Respondent shall promptly comply with requests from the Board or its
17 Executive Director to submit to witnessed biological fluid collection and
18 testing which shall include, but is not limited to, testing for ethylglucaronide.
19 Respondent authorizes any person or organization conducting tests on the
20 collected samples to provide testing results to the Board and shall request
21 that such results are received by the Board within seven (7) days of the
22 collection date. If Respondent is unable to submit a specimen on the date
23 requested due to illness, Respondent must provide, in writing, within seven
24 (7) days of the missed specimen, documentation from a state licensed
25 medical provider who has personally seen and examined Respondent on the
26 day of the requested drug test confirming that Respondent was not physically
able to report to the laboratory for drug testing. In addition, any occurrence

1 of the following conditions constitutes noncompliance with this Consent
2 Agreement: a positive drug test showing evidence of any drug other than an
3 authorized drug; submission of a specimen where the integrity has been
4 compromised, as indicated by the presence of adulterants; an abnormal result
5 for low creatinine level; and submission of a urine sample that is below the
6 acceptable volume or temperature to be tested. A positive drug test showing
7 evidence of any drug other than an authorized drug shall result in immediate
8 notification to Respondent's employer by the Board and may result in
9 summary suspension of Respondent's license. Failure to submit to a drug
10 test on a day when a test has been required by the Board, its Executive
11 Director, or the laboratory may be considered a positive result and may result
12 in summary suspension of Respondent's license.

13 d. Abstain from Alcohol Use and Poppy Seeds. Respondent shall abstain
14 completely from the personal use of alcoholic beverages and any beverage or
15 foodstuff containing poppy seeds.

16 e. Abstain from Unauthorized Drug Use/Proof of Prescription. Respondent
17 shall abstain completely from the personal use or possession of controlled
18 substances, as defined in the State Controlled Substances Act, and dangerous
19 drugs as defined by law, or any drugs requiring a prescription. Orders
20 prohibiting Respondent from personal use or possession of controlled
21 substances or dangerous drugs do not apply to medications lawfully
22 prescribed to Respondent for a bona fide illness or conditions by a state
23 licensed medical care provider. During the duration of this Consent
24 Agreement, Respondent shall select one state licensed medical provider to
25 coordinate his health care needs and to be aware of all prescriptions utilized
26 by Respondent. Respondent shall immediately submit to that provider a
copy of this Consent Agreement and shall execute all release of information

1 forms as required by the Board or Executive Director. Respondent shall
2 request that the medical provider, within seven (7) days of the effective date
3 of this Consent Agreement, informs the Board in writing of knowledge of
4 Respondent's Consent Agreement and provide a list of medications
5 prescribed for Respondent. During the duration of the Consent Agreement,
6 Respondent shall request all medical care providers to notify the Board of
7 any additional medications ordered by the provider, the notification shall be
8 in writing within seven (7) days of the provider's issuance of the
9 prescription.

10 f. Relapse Prevention. Eighteen (18) months prior to the termination of
11 the Consent Agreement, or as requested by the Board or Executive Director,
12 Respondent shall be evaluated by a certified relapse prevention therapist,
13 and, if recommended by the therapist, Respondent shall enter, participate
14 regularly, and successfully complete a relapse prevention program, and/or
15 any other recommendations as designated by the relapse prevention
16 evaluator. If recommended, Respondent shall enroll in a relapse prevention
17 program or other recommended therapy within thirty (30) days of being
18 notified by the Board of the recommendations from the evaluator.
19 Respondent shall request the program facilitator to inform the Board, in
20 writing, verifying enrollment in the program. Prior to entry into the
21 program, or any other type of recommended therapy, Respondent shall
22 provide a copy of this Consent Agreement to the program facilitator.
23 Respondent shall immediately execute the appropriate release of information
24 form(s) to allow the program to communicate information to the Board and
25 its Executive Director. Respondent shall participate in the program or
26 therapy until the Board receives verification from the facilitator in writing
that Respondent has successfully completed the program. During the

1 program or therapy, Respondent shall request the facilitator to submit to the
2 Board in writing evidence of satisfactory attendance, participation discharge
3 and successful completion of the program. Such reports are due beginning
4 on a quarterly basis from the date of entry into the program or therapy for the
5 remainder of the probationary period or verification of successful completion
6 of the program.

7 g. Release of Information Forms. Respondent shall execute all release of
8 information forms as may be required by the Board or its designee for the
9 purpose of verifying his compliance with the terms of this agreement.

10 h. Interview with the Board or Executive Director. Respondent shall appear in
11 person, or if residing out of state telephonically, for interviews with the
12 Board or Board staff on at least a quarterly basis, or more often upon request
13 of the Board or Executive Director with reasonable notice.

14 i. Obey all Laws. Respondent shall obey all federal, state and local
15 laws/rules governing the practice of podiatry in this state.

16 j. Costs. Respondent shall bear all costs of complying with this Consent
17 Agreement.

18 k. Prescribe No Narcotics. Respondent shall not prescribe any narcotics during
19 the period of probation. Pursuant to A.R.S. § 32-852.01(P), the Board shall
20 notify the State Board of Pharmacy of any modification to Respondent's
21 prescription writing privileges.

22 l. Updates Regarding Criminal Charges. Respondent shall submit to the
23 Board, on a quarterly basis, written updates regarding the status of any and
24 all charges filed against him in relation to Cause Number CR20164096-001
25 in the Superior Court of Pima County, and the associated disposition of such
26 charges, including proof of compliance with any and all sentencing
requirement(s). Respondent understands that the Board is not prevented from

1 taking future action if Respondent is convicted of a felony, misdemeanor
2 involving moral turpitude, or misdemeanor involving conduct that may affect
3 patient safety by any court of competent jurisdiction.

4 m. Violation of Probation. If Respondent is noncompliant with this Consent
5 Agreement in any respect, the Board may revoke probation and take further
6 disciplinary action after affording Respondent notice and an opportunity to
7 be heard. If a complaint concerning noncompliance with this Consent
8 Agreement is filed against Respondent during the period of probation, the
9 Board shall have continuing jurisdiction until the matter is final and the
10 period of probation shall be extended until the matter is final.

11 n. Voluntary Surrender of License. Respondent may, at any time this Consent
12 Agreement is in effect, voluntarily surrender his license with the
13 understanding that the same will be treated and considered as a revocation of
14 the license by the Board

15 DATED THIS 9TH DAY OF NOVEMBER 2016.

16 ARIZONA BOARD OF PODIATRY EXAMINERS

17
18
19 By: _____
20 Barbara A. Campbell, D.P.M., Board President

21 Original Consent Agreement for
22 Suspension and Probation filed this
23 9th day of November 2016 with the:

24 Arizona State Board of Podiatry Examiners
25 1400 West Washington Street, Suite 201
26 Phoenix, Arizona 85007

27 Copy of the foregoing send by Electronic,
28 Certified and Regular mail this 9th day
29 of November 2016 to:

30 Dr. Loren Scott Wessel, DPM
31 Address of Record

1 Copy of the foregoing sent by inter-
2 Agency mail this 9th day of
3 November 2016 to:

3 Frankie Shinn-Eckberg, Assistant Attorney General
4 Office of Arizona Attorney General
5 1275 West Washington Street
6 Phoenix, AZ 85007

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1 heard. If a complaint concerning noncompliance with this Consent Agreement
2 is filed against Respondent during the period of probation, the Board shall
3 have continuing jurisdiction until the matter is final and the period of probation
4 shall be extended until the matter is final.

5 n. Voluntary Surrender of License. Respondent may, at any time this Consent
6 Agreement is in effect, voluntarily surrender his license with the
7 understanding that the same will be treated and considered as a revocation of
8 the license by the Board

9
10 DATED THIS 12TH DAY OF DECEMBER 2016.

11 ARIZONA BOARD OF PODIATRY EXAMINERS

12
13 By: Barbara A. Campbell, D.P.M.
14 Barbara A. Campbell, D.P.M., Board President

15 Original Consent Agreement for
16 Suspension and Probation filed this
12th day of December 2016 with the:

17 Arizona State Board of Podiatry Examiners
18 1400 West Washington Street, Suite 201
Phoenix, Arizona 85007

19 Copy of the foregoing sent by Electronic,
20 Regular US and Certified mail 7015 1520 0001 5946 9434
this 12th day of December 2016 to:

21 Loren Scott Wessel, DPM
22 Ajo Podiatry Group
3722 S. 16th Avenue
23 Tucson, AZ 85713
lwessel312@hotmail.com

24 ///

25 ///

26 ///

1 Copy of the foregoing sent by Electronic mail
This 12th day of December 2016 to:

2 Frankie Shinn-Eckberg, Assistant Attorney General
3 Office of Arizona Attorney General
4 1275 West Washington Street
Phoenix, AZ 85007
frankie.eckberg@azag.gov

5
6 Bruce D. Crawford, Esq.
7 Crawford & Kline, PLC
8 1920 E. Southern Avenue, Ste. 101
Tempe, AZ 85282-7537
bcrawford@crawford-kline.com

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10
11 By:  _____