

STATE OF ARIZONA

BOARD OF PODIATRY EXAMINERS

In The Matter of the License of:)	Complaint No. 02-13-C
)	
PAUL K. WOODWARD, D.P.M.)	CONSENT AGREEMENT
License No. 0232)	AND ORDER
_____)	

In the interest of a prompt and judicious settlement of the above-captioned matter before the Arizona State Board of Podiatry Examiners ("Board") and consistent with the public interest, statutory requirements and responsibilities of the Board, and pursuant to A.R.S. §§32-852 and 41-1061(D), the undersigned party, Paul K. Woodward, D.P.M., holder of License No. 0232 to practice podiatry in the State of Arizona ("Licensee") and the Board enters into this Consent Agreement and Order as the final disposition of this matter.

The parties stipulate to the following General findings, Findings of Facts, Conclusions of Law, and Order as the final disposition of this matter.

CONSENT AGREEMENT

Paul K. Woodward, D.P.M., ("Dr. Woodward") understands that:

1. Any record prepared in this matter, all investigative materials prepared or received by the Board concerning the allegations and all related materials and exhibits may be retained in the Board's file pertaining to this matter.
2. Dr. Woodward has the right to a formal public hearing at which he can present evidence and cross-examine any State's witnesses. Dr. Woodward hereby

1 irrevocably waives his right to such a hearing concerning the allegations and
2 irrevocably waives his right to any rehearing or judicial review in Superior Court
3 relating to the allegations contained in this Consent Agreement and Order.

4 3. Dr. Woodward has the right to consult with an attorney prior to entering into
5 this Consent Agreement and Order.

6 4. The Findings contained in the Findings of Fact and Conclusions of Law
7 portion of this Consent Agreement and Order are conclusive evidence of the facts
8 stated therein and may be used for purposes of determining sanctions in any future
9 disciplinary matter.

10 5. The Consent Agreement and Order shall be subject to the approval of the
11 Board. This Agreement will be effective only when the Board accepts it. In the
12 event the Board in its discretion does not approve this Consent Agreement and
13 Order, this Consent Agreement and Order is withdrawn and shall be of no
14 evidentiary value and shall not be relied upon or introduced in any disciplinary action
15 by any party hereto except that Dr. Woodward agrees that should the Board reject
16 this Consent Agreement and Order and this case proceeds to formal hearing, Dr.
17 Woodward will assert no claim that the Board was prejudiced by its review and
18 discussion of this document or of any records relating thereto.

19 6. Dr. Woodward further understands that this Consent Agreement and Order,
20 once approved by the Board and signed, shall constitute a public record which may
21 be disseminated as a formal action of the Board.

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2 DATED this 07 day of APRIL, 2003.

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6 PAUL K. WOODWARD, D.P.M.

7 The Board issues the following Findings of Fact, Conclusions of Law and Order.

8 **FINDINGS OF FACT**

9 1. The Arizona State Board of Podiatry Examiners ("Board") is that body public
10 created and empowered pursuant to A.R.S. §32-900 et seq. to administer the laws of
11 the State of Arizona relating to the practice of podiatry.

12 2. Dr. Woodward is the holder of license number 0232 for the practice of podiatry
13 in the State of Arizona.

14 3. Licensee acknowledges that sufficient evidence exists for the Board to make the
15 following findings of fact in regard to complaint No. 02-13-C.

16 4. At all times relevant hereto, Licensee was a licensed podiatrist.

17 5. Licensee was the treating podiatrist for patient C.L. ("patient") from on or about
18 October 5, 2001 to on or about July 8, 2002.

19 6. During that period of treatment, Licensee failed to obtain a complete history and
20 physical on patient prior to surgery.

21 7. Licensee failed to recognize patient's vascular status as possible pre-operative
22 compromise of patient's ability to heal properly following surgery.

23 8. Licensee failed to obtain a post-operative culture sample of patient's
24 infected right fifth toe.
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1 9. Licensee failed to obtain a post-operative x-ray.

2 10. Licensee failed to evaluate patient's arterial vascular status post-operatively
3 to determine the reason for patient's pain.

4 11. Licensee billed improperly for surgical procedure performed.
5

6 **CONCLUSIONS OF LAW**

7 12. The conduct and circumstances described in paragraphs 6,7, 8, 9, 10 and 11
8 constitute violations of A.R.S. §32-854.01. Unprofessional Conduct, specifically, but not
9 limited to paragraph 20: "Any conduct or practice which is or might be harmful or
10 dangerous to the health of the patient;" and paragraph 23: "Charging or collecting a
11 clearly excessive fee."
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13 **ORDER**

14 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties hereby
15 agree to provisions imposed as follows:

16 **PROBATION:**

17 1. License number 0232 is hereby placed on probation for one (1) year from
18 the date of execution of this Agreement.
19

20 **AUDIT:**

21 2. During the period of probation, Dr. Woodward shall provide any and all
22 complete records, charts and billing documentation, including but not limited to,
23 "Explanation of Benefits" (EOB's), payments on bone surgeries, neuroma surgeries or
24 plantar fsiotomies. Records shall be sent to the Board office each 30 day period, on or
25 before the 7th day of the following month. The Board, in its discretion, may request
26 further documentation on those patients audited.
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2 **REIMBURSEMENT(S):**

3 3. Within 30 days of execution of this Agreement, Licensee shall provide to the
4 Board a self-conducted audit of his payments to Medicare as it relates to patient, C.L. in
5 order to determine amount of reimbursement. Reimbursement to Medicare shall be made
6 in full within 60 days of this Agreement.
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8 **REMEDIAL EDUCATION:**

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10 4. During the probationary period, Licensee shall attend a minimum of 20 hours of
11 continuing education. The continuing education shall be as follows:
12 16 hours of complications of foot surgery.
13 4 hours on billing codes.

14 These hours and classes of continuing education must be pre-approved by the Board. All
15 costs associated shall be the sole expense of Dr. Woodward.

16 **ADDITIONAL TERMS AND CONDITIONS:**

17 5. It shall be Dr. Woodward's affirmative duty to seek reinstatement of the license.

18 6. This Consent Agreement and Order shall be effective on the date of entry
19 below.
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21 7. This Consent Agreement and Order is conclusive evidence of the matter
22 described herein and may be considered by the Board in determining appropriate
23 sanctions in the event a subsequent violation occurs.

24 8. Any violation of this Consent Agreement and Order or any violation of the
25 Podiatry Act shall be grounds for extension of the period of probation or other
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1 appropriate sanctions after Dr. Woodward is noticed and given an opportunity to be
2 heard.

3 9. Dr. Woodward may request an early release from probation if he complies with
4 all terms of this Order prior to completion of the one year probationary period.
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6 DATED this 9th day of April, 2003.

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8 ARIZONA STATE BOARD OF
9 PODIATRY EXAMINERS

10 
11 JOSEPH LEONETTI, D.P.M.,
12 BOARD PRESIDENT

13 ORIGINAL of the foregoing filed

14 This 9th day of April, 2003, with:

15 Arizona State Board of Podiatry Examiners
16 1400 W. Washington Street, Suite 230
17 Phoenix, Arizona 85007

18 COPIES of the foregoing mailed this
19 14th day of April, 2003, to:

20 Paul K. Woodward, D.P.M.
21 3832 E. Thomas Road
22 Phoenix, Arizona 85018

23 Sanders & Parks, P.C.
24 Attn: Winn L. Sammons
25 3030 N. 3rd. Street, Suite 1300
26 Phoenix, Arizona 85012

27 Terrie Zenoff
28 Assistant Attorney General
1275 W. Washington CIV/LES
Phoenix, Arizona 85007