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COMMONWEALTH OF KENTUCKY
BOARD OF MEDICAL LICENSURE
CASE NO. 2174

IN RE: THE LICENSE TO PRACTICE MEDICINE IN THE COMMONWEALTH OF KENTUCKY HELD BY GARY N. WORTZ, M.D., LICENSE NO. 40650, 2353 ALEXANDRIA DRIVE, SUITE 325, LEXINGTON, KENTUCKY 40504

AGREED ORDER

Come now the Kentucky Board of Medical Licensure (“the Board”), by and through its Inquiry Panel A, and GARY N. WORTZ, M.D. (“the licensee”), and, based upon their mutual desire to fully and finally resolve the pending investigation without an evidentiary hearing, hereby enter into the following **AGREED ORDER**:

STIPULATIONS OF FACT

The parties stipulate the following facts, which serve as the factual bases for this Agreed Order:

1. At all relevant times, Gary N. Wortz, M.D. (“the licensee”) was licensed by the Board to practice medicine within the Commonwealth of Kentucky.
2. The licensee’s medical specialty is Ophthalmology.
3. On or about July 15, 2024, a pharmacist at a Kroger in Lexington, Kentucky filed a grievance with the Board alleging that

This MD is prescribing outside his scope of practice. He is an ophthalmologist and prescribed a high-risk weight loss medication for a family member of his who did not meet the qualifying criteria for the drug.

...

4. Kroger Pharmacy records showed an Ozempic prescription, with multiple refills, issued by the licensee to Patient A, his immediate family member.
5. On or about June 18, 2024, Patient A’s family member picked up prescription Ozempic for Patient A at Kroger Pharmacy. Although the licensee wrote the prescription for 0.25 mg in

a 2mg pen, the pharmacist filled the prescription at a 2mg dose in an 8mg pen. Later, the licensee called the pharmacy to inform the pharmacist of the error, and the incorrect prescription was returned to Kroger Pharmacy in the sealed box in exchange for the correct dose.

6. On or about July 15, 2024, Patient A came in and sought a refill on the Ozempic prescription at the Kroger Pharmacy. Upon inquiry from the pharmacist, Patient A denied that they had any blood work or monitoring at a physician's office and disclosed information demonstrating that they did not have a qualifying condition for the medications. The pharmacist declined to fill the prescription.
7. In a written response to the Board, the licensee acknowledged issuing the Ozempic prescription with refills to his immediate family member, Patient A, stating in part

... [Patient A] has struggled with [their] weight ... [Patient A] tried to lose weight with conventional dieting and exercise methods, with some temporal success. ... At the beginning of the summer 2024, [Patient A] began trying to lose weight again, but became frustrated with [the] lack of progress and felt overwhelmed by the struggle ... In June 2024, [Patient A] approached me about the prospect of taking Ozempic to help [them] lose weight.

...
... I felt that a trial of Ozempic may be appropriate for [them]. ... As you may know, there are a multitude of online telehealth options that prescribe Ozempic, from Weight Watchers to Noom, etc., and many other "weight loss clinics" of varying quality and qualification that made me nervous. There have also been reports of patients receiving counterfeit medications and compounded semaglutide of unknown composition or sterility.

Rather than encouraging [Patient A] to go through those channels, which [Patient A] could have done without my knowledge or assistance or safeguards, I felt it was more prudent to write [Patient A] the medication myself, at least initially The goal was to start [Patient A] on a sub-therapeutic dose (0.25mg sq/week) ... to see how [Patient A] tolerated the medication, monitor [patient's] response, and get [patient's] body adapted to it. ... [L]ater in the summer, [Patient A] would see APRN Fortner who would take over [their] care, perform appropriate blood work to make sure [Patient A's] body was tolerating the medication, and decide if titrating the dose upwards was appropriate. ...

... I took notes outlining [Patient A's] relevant medical history, our discussion regarding the risks, benefits, and areas of concern, as well as tracking [patient's] progress over the first six weeks [on] Ozempic. ...

... [Patient A] attempted to refill [their] medication with the goal of maintaining a 0.25mg sq/week dose, but the pharmacist refused to fill the prescription suggesting that [they] did not meet the appropriate criteria.

...When [Patient A] ... told me what happened, I immediately called the Kentucky Board of Pharmacy and asked if I was breaking any laws by prescribing Ozempic for [Patient A]. They informed me that writing the prescription for [Patient A] was proper as long as it was not a controlled substance. Despite this assurance from the Board of Pharmacy that I had acted appropriately, I decided not to write a new prescription or transfer the present one to another pharmacy. Rather, we waited for [Patient A] to see APRN Fortner, which took place on August 5, 2024. ...

STIPULATED CONCLUSIONS OF LAW

The parties stipulate the following Conclusions of Law, which serve as the legal bases for this Agreed Order:

1. The licensee's Kentucky medical license is subject to regulation and discipline by the Board.
2. Based upon the Stipulations of Fact, the licensee has engaged in conduct which violates the provisions of KRS 311.595(9), as illustrated by KRS 311.597(4). Accordingly, there are legal grounds for the parties to enter into this Agreed Order.
3. Pursuant to KRS 311.591(6) and 201 KAR 9:082, the parties may fully and finally resolve the pending investigation without an evidentiary hearing by entering into an informal resolution such as this Agreed Order.

AGREED ORDER

Based upon the foregoing Stipulations of Fact and Stipulated Conclusions of Law, and based upon the parties' mutual desire to fully and finally resolve the pending investigation, without an evidentiary hearing, the parties hereby enter into the following **AGREED ORDER**:


1. The license to practice medicine in the Commonwealth of Kentucky held by GARY N. WORTZ, M.D., is hereby placed on PROBATION FOR A PERIOD OF UP TO FIVE (5) YEARS, with that period of probation to become effective immediately upon the date that this Agreed Order is filed of record.
2. During the effective period of this Agreed Order, the licensee's Kentucky medical license shall be subject to the following terms and conditions:
 - a. Within twenty (20) days of the filing of this Agreed Order, the licensee SHALL make all necessary arrangements to enroll in the *ProBE* Program offered through the Center for Personalized Education for Professionals (CPEP), 720 South Colorado Boulevard, Suite 1100-N, Denver, Colorado 80246, Tel. (303) 577-3232, at the earliest time;
 - i. The licensee SHALL complete and "unconditionally pass" the *ProBE* Program at the time and date(s) scheduled, at his expense and as directed by CPEP's staff;
 - ii. The licensee SHALL provide the Board's staff with written verification that he has completed and "unconditionally passed" CPEP's *ProBE* Program, promptly after completing the program;
 - iii. The licensee SHALL take all steps necessary, including signing any waiver and/or consent forms required to ensure that CPEP will provide a copy of any evaluations, reports or essays from the *ProBE* Program to the Board's Legal Department promptly after their completion;
 - iv. If upon completion of the *ProBE* Program, the licensee either "fails" or "conditionally passes" the *ProBE* Program, the licensee SHALL re-enroll for the next available course within thirty (30) days of receiving notice of the fail or unconditional pass;
 - v. The licensee understands and agrees that the failure to "unconditionally pass" the *ProBE* Program a second time, SHALL constitute noncompliance with this Agreed Order;
 - b. Within six (6) months of the filing of this Agreed Order, the licensee SHALL successfully complete the "Prescribing Controlled Drugs" course at The Center for Professional Health at Vanderbilt University Health Center, Nashville, Tennessee, Tel. (615) 936-0678, at his expense;

- c. Pursuant to KRS 311.565(1)(v), the licensee SHALL submit payment of a FINE in the amount of \$1,000.00, within one (1) year from entry of this Agreed Order; and
 - d. The licensee SHALL NOT violate any provision of KRS 311.595 and/or 311.597.
3. The licensee expressly agrees that if he should violate any term or condition of the Agreed Order, the licensee's practice SHALL constitute an immediate danger to the public health, safety, or welfare, as provided in KRS 311.592 and 13B.125. The parties further agree that if the Board should receive information that he has violated any term or condition of this Agreed Order, the Panel Chair is authorized by law to enter an Emergency Order of Suspension or Restriction immediately upon a finding of probable cause that a violation has occurred, after an *ex parte* presentation of the relevant facts by the Board's General Counsel or Assistant General Counsel. If the Panel Chair should issue such an Emergency Order, the parties agree and stipulate that the only relevant question for any emergency hearing conducted pursuant to KRS 13B.125 would be whether the licensee violated a term or condition of this Agreed Order; and
4. The licensee understands and agrees that any violation of the terms of this Agreed Order would provide a legal basis for additional disciplinary action, including revocation, pursuant to KRS 311.595(13).

SO AGREED on this 1st day of November , 2024.



GARY N. WORTZ, M.D.



L. CHAD ELDER
COUNSEL FOR THE LICENSEE

FOR THE BOARD:



WAQAR A. SALEEM, M.D.
CHAIR, INQUIRY PANEL A



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