

**CONSENT AGREEMENT
BETWEEN
NAPOLEON V. CARANDANG, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

This CONSENT AGREEMENT is entered into by and between NAPOLEON V. CARANDANG, M.D., and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

NAPOLEON V. CARANDANG, M.D., 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.

This CONSENT AGREEMENT is entered into on the basis of the following stipulations, admissions and understandings:

- A. THE STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(B)(20), 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 "violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board."
- B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violation of Section 4731.22(B)(20), to wit: Section 4731.41, Ohio Revised Code, Practice of Medicine and Surgery without a license, as set forth in Paragraph D below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731., Ohio Revised Code, whether occurring before or after the effective date of this Agreement.
- C. NAPOLEON V. CARANDANG, M.D., filed an application for restoration of his certificate to practice medicine and surgery in the State of Ohio on or about April 30, 1996.

- D. NAPOLEON V. CARANDANG, M.D., ADMITS that his Ohio certificate to practice medicine and surgery in the State of Ohio, License No. 34082, expired December 31, 1979. NAPOLEON V. CARANDANG, M.D., STATES that from 1977 through 1995 he did not practice medicine and surgery in the State of Ohio.

NAPOLEON V. CARANDANG, M.D., STATES that, in May 1977, he commenced employment as Medical Director of AT&T Corp. at its facility in Guilford Center, Greensboro, North Carolina, where he continues to practice. Further, NAPOLEON V. CARANDANG, M.D., STATES that he was licensed to practice medicine by the State of North Carolina on May 6, 1977, with issuance of License No. 21544, which remains current.

Further, NAPOLEON V. CARANDANG, M.D., STATES that his job duties for AT&T Corp. were subsequently expanded in June 1994 to include that of Medical Director in Richmond, Virginia, where he also continues to practice. Further, NAPOLEON V. CARANDANG, MD., STATES that he was licensed to practice medicine by the State of Virginia on June 1, 1994, with issuance of License No. 50839, which remains current.

Further, NAPOLEON V. CARANDANG, M.D., STATES that AT&T and Lucent Technologies, Inc. (a successor corporation) further expanded his job duties in January 1996 to include that of Medical Director at its Columbus Works facility, 6200 East Broad Street, Columbus, OH.

NAPOLEON V. CARANDANG, M.D., ADMITS that during the period January 1, 1996 to present he has been employed as a physician for compensation in the position of Medical Director of Lucent Technologies, Inc., at its Columbus Works facility, 6200 East Broad Street, Columbus, Ohio.

Further, NAPOLEON V. CARANDANG, M.D., ADMITS that while employed in the above capacity, he held himself out as a physician, being addressed as "Doctor" and wearing identification identifying himself as "Doctor" and signing medical records and other documentation as "Doctor."

Further, NAPOLEON V. CARANDANG, M.D., ADMITS that from on or about January 1, 1996, until April 1996, as a physician for compensation in the above position, he conducted fitness for duty physical examinations and return to work evaluations. In doing so, he examined employees of Lucent Technologies, Inc., and determined their fitness to return to the work force or perform prescribed job duties. NAPOLEON V. CARANDANG, M.D.,

STATES that he consulted with the primary care physician of the patient-employee in making the above determinations. NAPOLEON V. CARANDANG, M.D., ADMITS that he also conducted health assessments and examinations for Lucent Technologies, Inc., Columbus Works, patient-employees. However, NAPOLEON V. CARANDANG, M.D., STATES that at no time did he perform primary health care or issue prescriptions for medication.

NAPOLEON V. CARANDANG, M.D., ADMITS that all of the above functions he performed as a physician for compensation, in Columbus, Ohio, required a current certificate to practice medicine and surgery issued by the STATE MEDICAL BOARD OF OHIO.

Further, NAPOLEON V. CARANDANG, M.D., ADMITS that at no time during the above period was he licensed as a physician by the State Medical Board of Ohio and, in fact, knew that his Ohio license had expired December 31, 1979.

Further, NAPOLEON V. CARANDANG, M.D., STATES that upon Lucent Technologies, Inc., Columbus Works, being contacted on this matter by THE STATE MEDICAL BOARD OF OHIO in April 1996, he immediately ceased seeing patient-employees and undertaking any and all acts requiring a license to practice medicine and surgery issued by THE STATE MEDICAL BOARD OF OHIO.

NAPOLEON V. CARANDANG, M.D., STATES that he has never been the subject of discipline in this or any other state since he began practicing medicine in 1977.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, NAPOLEON V. CARANDANG, M.D., shall be granted restoration of his certificate to practice medicine and surgery in the State of Ohio upon receipt and appropriateness of necessary documentation, and knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following PROBATIONARY terms, conditions and limitations:

1. DOCTOR CARANDANG shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;

2. DOCTOR CARANDANG shall submit quarterly declarations under penalty of BOARD disciplinary action or criminal prosecution, stating whether there has been compliance with all the conditions of this CONSENT AGREEMENT. The first quarterly declaration must be received in the BOARD's offices on the first day of the third month following the month in which the consent agreement becomes effective, provided that if the effective date is on or after the 16th day of the month, the first quarterly declaration must be received in the BOARD's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the BOARD's offices on or before the first day of every third month;

3. DOCTOR CARANDANG shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed by the BOARD.

If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled. (Example: The first quarterly appearance is scheduled for February, but based upon the doctor's serious personal illness he is permitted to delay appearance until April. The next appearance will still be scheduled for May, three months after the appearance as originally scheduled.) Although the BOARD will normally give DOCTOR CARANDANG written notification of scheduled appearances, it is DOCTOR CARANDANG's responsibility to know when personal appearances will occur. If he does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, DOCTOR CARANDANG shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

4. In the event that DOCTOR CARANDANG should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR CARANDANG must notify the BOARD in writing of the dates of departure and return, except that DOCTOR CARANDANG need not notify the BOARD of out of state travel undertaken in performance of his duties as an employee of Lucent Technologies, Inc. Periods of time spent outside Ohio other than those required by DOCTOR CARANDANG'S employment with Lucent Technologies, Inc., will not apply to the reduction of this period under the CONSENT AGREEMENT, unless otherwise determined by motion of the BOARD in instances where the BOARD can be assured that probationary monitoring is otherwise being performed;

5. If DOCTOR CARANDANG leaves the employ of Lucent Technologies, Inc., he must immediately notify the BOARD in writing of the date of departure from employment of Lucent Technologies, Inc. The BOARD reserves the right to specifically amend this consent agreement in the event DOCTOR CARANDANG leaves the employ of Lucent Technologies, Inc.
6. In the event DOCTOR CARANDANG is found by the Secretary of the BOARD to have failed to comply with any provision of this CONSENT AGREEMENT, and is so notified of that deficiency in writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under the CONSENT AGREEMENT;
7. DOCTOR CARANDANG shall provide acceptable documentation of successful completion of a course dealing with professional ethics, such course to be approved in advance by the BOARD or its designee. This course shall be in addition to the Continuing Medical Education requirements for licensure;
8. DOCTOR CARANDANG shall provide evidence satisfactory to the BOARD of successful completion of a minimum of 100 hours of community service, which shall be approved in advance by the BOARD or its designee. DOCTOR CARANDANG shall not receive any form of compensation for such service. Such community service may involve the practice of medicine or may involve service as a non-professional. Such service may be performed outside of Ohio so long as evidence satisfactory to the BOARD of successful completion is provided by DOCTOR CARANDANG.
9. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR CARANDANG shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide physician services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, DOCTOR CARANDANG shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to provide physician services, or applies for or receives training, and the chief of staff at each hospital where he applies for or obtains privileges or appointments; and,
10. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR CARANDANG shall provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds a license to practice. DOCTOR CARANDANG further

CONSENT AGREEMENT
NAPOLEON V. CARANDANG, M.D.
PAGE 6

agrees to provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for licensure or reinstatement of licensure. Further, DOCTOR CARANDANG shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

This CONSENT AGREEMENT shall remain in force for a minimum of two (2) years prior to any request for termination of said CONSENT AGREEMENT. Otherwise, the above described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

If, in the discretion of the Secretary and Supervising Member of the BOARD, DOCTOR CARANDANG 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 Agreement.

DOCTOR CARANDANG 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.

DOCTOR CARANDANG hereby releases THE STATE MEDICAL BOARD OF OHIO, 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. 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 that it shall become effective upon the last date of signature below.

CONSENT AGREEMENT
NAPOLEON V. CARANDANG, M.D.
PAGE 7

Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

Napoleon V. Carandang
NAPOLEON V. CARANDANG, M.D.

Thomas E. Gretter
THOMAS E. GREYTER, M.D.
Secretary

12-2-96
DATE

12/4/96
DATE

Thomas L. Rosenberg
THOMAS L. ROSENBERG, ESQ.
Attorney for
Napoleon V. Carandang, M.D.

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

12-2-96
DATE

12/4/96
DATE

Anne C. Berry Strait
ANNE C. BERRY STRAIT, ESQ.
Assistant Attorney General

12/4/96
DATE