

**CONSENT AGREEMENT  
BETWEEN  
MITCHELL W. LEVENTHAL, M.D.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

MITCHELL W. LEVENTHAL, 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.

**BASIS FOR ACTION**

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)(26), 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 "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice."
- 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)(26), Ohio Revised Code, as set forth in Paragraph E below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.
- C. MITCHELL W. LEVENTHAL, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- D. MITCHELL W. LEVENTHAL, M.D., STATES that he is also licensed to practice medicine and surgery in the State of Oklahoma.
- E. MITCHELL W. LEVENTHAL, M.D., ADMITS that he is impaired, as defined by Rule 4731-16-01, Ohio Administrative Code, as that he is

able to practice medicine according to acceptable and prevailing standards of care with appropriate treatment, monitoring, and supervision.

MITCHELL W. LEVENTHAL, M.D., further ADMITS that on or about March 30, 1996, he was stopped by the Independence, Ohio, Police Department, submitted to a breathalyzer test and his blood alcohol content was found to be .142 percent. DOCTOR LEVENTHAL further ADMITS that on April 4, 1996, he pleaded no contest to and was found guilty of reckless operation of a motor vehicle.

MITCHELL W. LEVENTHAL, M.D., further ADMITS that on or about October 29, 1997, he was stopped by the Beachwood Police Department, submitted to a breathalyzer test and his blood alcohol content was found to be .10 percent. DOCTOR LEVENTHAL further ADMITS he pleaded no contest to and was found guilty of reckless operation of a motor vehicle on or about May 27, 1998.

MITCHELL W. LEVENTHAL, M.D., further ADMITS that he voluntarily submitted himself to an evaluation at the Cleveland Clinic Foundation Alcohol & Drug Recovery Center (CCF) on or about November 7, 1997. DOCTOR LEVENTHAL further ADMITS that Gregory Bruce Collins, M.D., of CCF diagnosed him with alcohol abuse and dependence. In a letter dated May 24, 2000, Dr. Collins states that DOCTOR LEVENTHAL attended five days of intensive outpatient treatment and was then transferred to the Primary Evening Program (PEP); he completed fourteen sessions of PEP and then attended eight aftercare sessions; and he began attending Caduceus meetings in February of 1998 and attended his last formal Caduceus meeting in February of 1999. Dr. Collins adds that DOCTOR LEVENTHAL assured him that he has remained sober since entering the intensive outpatient program and is active with Alcoholics Anonymous.

MITCHELL W. LEVENTHAL, M.D., further ADMITS that he submitted on September 27, 2000, to a chemical dependency evaluation at Glenbeigh Health Sources, a Board approved treatment provider. Chester Prusinski, D.O., Medical Director of Glenbeigh Health Sources, opined that DOCTOR LEVENTHAL is capable of practicing according to acceptable and prevailing standards of care.

MITCHELL W. LEVENTHAL, M.D., further ADMITS that on or about November 27, 2000, he submitted to an evaluation with Gregory B. Collins, M.D., of the Cleveland Clinic Foundations, a Board approved

treatment provider. Dr. Collins opined that DOCTOR LEVENTHAL's prognosis appear to be good that that he is capable of practicing according to acceptable and prevailing standards of care.

MITCHELL W. LEVENTHAL, M.D., STATES that he has maintained sobriety since November 1997.

### **AGREED CONDITIONS**

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, MITCHELL W. LEVENTHAL, M.D., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following PROBATIONARY terms, conditions and limitations:

1. DOCTOR LEVENTHAL shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR LEVENTHAL 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 LEVENTHAL 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 LEVENTHAL written notification of scheduled appearances, it is DOCTOR LEVENTHAL'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 LEVENTHAL shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

4. In the event that DOCTOR LEVENTHAL should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR LEVENTHAL must notify the BOARD in writing of the dates of departure and return. Periods of time spent outside Ohio 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. In the event DOCTOR LEVENTHAL 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;

## **MONITORING OF REHABILITATION AND TREATMENT**

### **Sobriety**

6. DOCTOR LEVENTHAL shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of DOCTOR LEVENTHAL's history of chemical dependency;
7. DOCTOR LEVENTHAL shall abstain completely from the use of alcohol;

### **Drug and Alcohol Screens/Supervising Physician**

8. DOCTOR LEVENTHAL shall submit to random urine screenings for drugs and alcohol on an every other week basis or as otherwise directed by the BOARD. DOCTOR LEVENTHAL shall ensure that all screening reports are forwarded directly to the BOARD on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the BOARD;

DOCTOR LEVENTHAL has requested that Gregory Bruce Collins, M.D., be approved as the supervising physician to whom DOCTOR LEVENTHAL shall submit the required urine specimens. The BOARD

approves Dr. Collins as DOCTOR LEVENTHAL's supervising physician.

The supervising physician shall ensure that the urine specimens are obtained on a random basis, that the giving of the specimen is witnessed by a reliable person, and that appropriate control over the specimen is maintained. In addition, the supervising physician shall immediately inform the BOARD of any positive screening results;

DOCTOR LEVENTHAL shall ensure that the supervising physician provides quarterly reports to the BOARD, on forms approved or provided by the BOARD, verifying whether all urine screens have been conducted in compliance with this CONSENT AGREEMENT, whether all urine screenings have been negative, and whether the supervising physician remains willing and able to continue in his or her responsibilities;

In the event that the designated supervising physician becomes unable or unwilling to so serve, DOCTOR LEVENTHAL must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. In approving an individual to serve as the supervising physician, the BOARD will give preference to a physician who practices in the same locale as DOCTOR LEVENTHAL. DOCTOR LEVENTHAL shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefore;

All screening reports and supervising physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR LEVENTHAL's quarterly declaration. It is DOCTOR LEVENTHAL's responsibility to ensure that reports are timely submitted;

9. The BOARD retains the right to require, and DOCTOR LEVENTHAL agrees to submit, blood or urine specimens for analysis at DOCTOR LEVENTHAL's expense upon the BOARD's request and without prior notice. DOCTOR LEVENTHAL's refusal to submit a blood or urine specimen upon request of the BOARD shall result in a minimum of one year of actual license suspension;

**Rehabilitation Program**

10. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR LEVENTHAL shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, no less than two (2) times per week. Substitution of any other specific program must receive prior BOARD approval;

DOCTOR LEVENTHAL shall submit with each quarterly declaration required under Paragraph 2 of this CONSENT AGREEMENT acceptable documentary evidence of continuing compliance with this program;

#### **Aftercare**

11. DOCTOR LEVENTHAL shall contact an appropriate impaired physicians committee, approved by the BOARD, to arrange for assistance in recovery or aftercare;

#### **Releases**

12. DOCTOR LEVENTHAL shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treatment provider to the BOARD, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for them to fulfill their respective duties and obligations;

#### **Required Reporting by Licensee**

13. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR LEVENTHAL shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, DOCTOR LEVENTHAL shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments;
14. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR LEVENTHAL 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 any professional license. DOCTOR LEVENTHAL further 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 any professional license or reinstatement of any professional license. Further, DOCTOR LEVENTHAL shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt;

#### **VIOLATION OF PROBATIONARY TERMS**

15. Any violation of Paragraph 6 or Paragraph 7 of this CONSENT AGREEMENT shall constitute grounds to revoke or permanently revoke DOCTOR LEVENTHAL's certificate. DOCTOR LEVENTHAL agrees that the minimum discipline for such a violation shall include actual license suspension. This paragraph does not limit the BOARD's authority to suspend, revoke or permanently revoke DOCTOR LEVENTHAL's certificate based on other violations of this CONSENT AGREEMENT;
16. DOCTOR LEVENTHAL AGREES that if any declaration or report required by this CONSENT AGREEMENT is not received in the BOARD's offices on or before its due date, DOCTOR LEVENTHAL shall cease practicing beginning the day next following receipt from the BOARD of notice of non-receipt, either by writing, by telephone, or by personal contact until the declaration or report is received in the BOARD offices. Any practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code;
17. DOCTOR LEVENTHAL AGREES that if, without prior permission from the BOARD, he fails to submit to random screenings for drugs and alcohol at least as frequently as required by Paragraph 8 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation and shall refrain from practicing for thirty (30) days for the first instance of a single missed screen. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code; and,
18. DOCTOR LEVENTHAL AGREES that if he fails to participate in an alcohol and drug rehabilitation program at least as frequently as required by Paragraph 10 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation, and shall refrain from practicing for fifteen (15) days following a first missed meeting. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.

### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the BOARD, DOCTOR LEVENTHAL 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 CONSENT AGREEMENT.

If the Secretary and Supervising Member of the BOARD determine that there is clear and convincing evidence that DOCTOR LEVENTHAL has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR LEVENTHAL agrees that the violation, as alleged, also constitutes clear and convincing evidence that his continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

### **DURATION/MODIFICATION OF TERMS**

DOCTOR LEVENTHAL shall not request termination of this CONSENT AGREEMENT for a minimum of three (3) years. In addition, DOCTOR LEVENTHAL shall not request modification to the probationary terms, limitations and conditions contained herein for at least one (1) year. Otherwise, the above described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

DOCTOR LEVENTHAL 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.

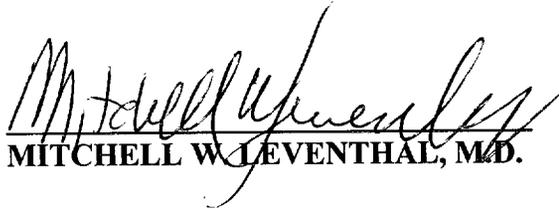
Any action initiated by the BOARD based on alleged violations of this CONSENT AGREEMENT shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

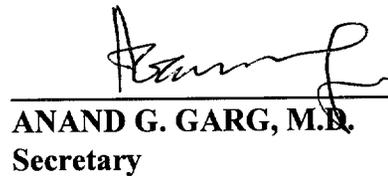
DOCTOR LEVENTHAL hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

**EFFECTIVE DATE**

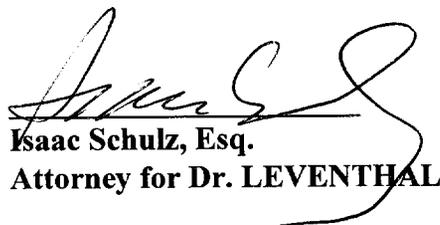
It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the Secretary and Supervising Member and that it shall become effective upon the last date of signature below.

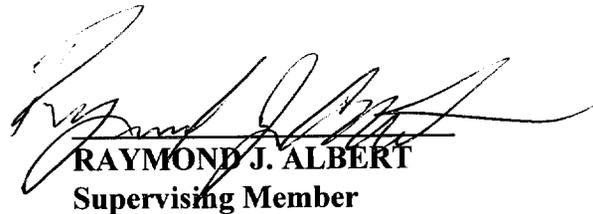
  
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MITCHELL W. LEVENTHAL, M.D.

  
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ANAND G. GARG, M.D.  
Secretary

3/12/2001  
DATE

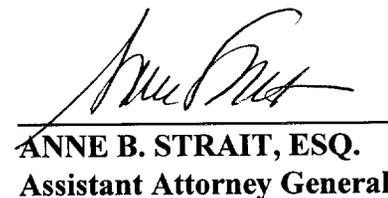
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\_\_\_\_\_  
Isaac Schulz, Esq.  
Attorney for Dr. LEVENTHAL

  
\_\_\_\_\_  
RAYMOND J. ALBERT  
Supervising Member

3/12/2001  
DATE

3/14/01  
DATE

  
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ANNE B. STRAIT, ESQ.  
Assistant Attorney General

3/14/01  
DATE