

**CONSENT AGREEMENT
BETWEEN
VIRGINIA C. WOODROW, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between Virginia C. Woodrow, M.D. [Dr. Woodrow], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Woodrow enters into this Consent Agreement being fully informed of her 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 Board is empowered by Section 4731.22(B)(19), 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 “[i]nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(19), 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 Consent Agreement.
- C. Dr. Woodrow is licensed to practice medicine and surgery in the State of Ohio, license # 35-047163.
- D. Dr. Woodrow states that she is not licensed to practice medicine and surgery in any other state or jurisdiction.
- E. Dr. Woodrow admits that on or about November 30, 2001, she began a leave of absence from her employment as a psychiatrist with Twin Valley Behavioral Health in Columbus, Ohio, due to depression and side-effects from her anti-depressant

medications, and that such leave of absence continues to date. Dr. Woodrow admits that she is currently treating with psychiatrist Maureen Stark, M.D., and that she is currently taking Celexa, Wellbutrin, and Trazadone, as prescribed by Dr. Stark for her psychiatric condition. Dr. Woodrow further admits that she has been treated by several physicians, psychiatrists, psychologists, and counselors in the past. In addition, Dr. Woodrow admits that she has intermittently taken anti-depressants for approximately twenty years, both prescribed by other physicians and self-prescribed. Dr. Woodrow further admits that for a period of time in 1998, she was also prescribed Lithium by her treating psychiatrist, which Dr. Woodrow represents was to augment the effect of her anti-depressant medications. Dr. Woodrow further admits that on or about March 7, 2002, she underwent a Board-ordered psychiatric examination; that such examination resulted in a finding that Dr. Woodrow was incapable of practicing medicine according to acceptable and prevailing standards of care for several weeks in late 2001; that such examination identified a current diagnosis of Major Depressive Order, Recurrent, amenable to treatment; and that the examining physician opined that Dr. Woodrow is currently capable of practicing medicine accordingly to acceptable and prevailing standards of care, provided that monitoring is in place to ensure that she continues appropriate medication therapy and ongoing mental health counseling.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Dr. Woodrow knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Woodrow shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Woodrow 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 this Consent Agreement becomes effective. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Woodrow shall appear in person for an interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested 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.

4. In the event that Dr. Woodrow should leave Ohio for three continuous months, or reside or practice outside the State, Dr. Woodrow 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 this 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 Dr. Woodrow 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 this Consent Agreement.
6. Within thirty (30) days of the effective date of this Consent Agreement, Dr. Woodrow shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of her choice. Upon approval by the Board, Dr. Woodrow shall undergo and continue psychiatric treatment at least once every two weeks or as otherwise directed by the Board. Dr. Woodrow shall comply with her psychiatric treatment plan, including taking medications as prescribed and/or ordered for her psychiatric disorder. Dr. Woodrow shall ensure that psychiatric reports are forwarded by her treating psychiatrist to the Board on a quarterly basis, or as otherwise directed by the Board. The psychiatric reports shall contain information describing Dr. Woodrow's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Woodrow's compliance with her treatment plan; Dr. Woodrow's mental status; Dr. Woodrow's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Woodrow shall ensure that her treating psychiatrist immediately notifies the Board of her failure to comply with her psychiatric treatment plan and/or any determination that Dr. Woodrow is unable to practice due to her psychiatric disorder. It is Dr. Woodrow's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Woodrow's quarterly declaration.
7. Dr. Woodrow shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to her by another so authorized by law who has full knowledge of Dr. Woodrow's psychiatric and medication history.
8. Dr. Woodrow shall provide continuing authorization, through appropriate written consent forms, for disclosure by her 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.
9. Within thirty days of the effective date of this Consent Agreement, Dr. Woodrow shall provide a copy of this Consent Agreement to all employers or entities with which she is under contract to provide health care services or is receiving training;

and the Chief of Staff at each hospital where she has privileges or appointments. Further, Dr. Woodrow shall provide a copy of this Consent Agreement to all employers or entities with which she contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where she applies for or obtains privileges or appointments.

10. Within thirty days of the effective date of this Consent Agreement, Dr. Woodrow 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 she currently holds any professional license. Dr. Woodrow 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 she applies for any professional license or for reinstatement of any professional license. Further, Dr. Woodrow shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Woodrow 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 Dr. Woodrow has violated any term, condition or limitation of this Consent Agreement, Dr. Woodrow agrees that the violation, as alleged, also constitutes clear and convincing evidence that her 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

Dr. Woodrow shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Woodrow shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one 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

Dr. Woodrow acknowledges that she 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.

Dr. Woodrow hereby releases the Board, 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, and may be reported to appropriate organizations, data banks, and governmental bodies. Dr. Woodrow agrees to provide her social security number to the Board and hereby authorizes the Board to utilize that number in conjunction with that reporting.

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 shall become effective upon the last date of signature below.

Virginia C. Woodrow
VIRGINIA C. WOODROW, M.D.

Anand G. Garg
ANAND G. GARG, M.D.
Secretary

April 5, 2002
DATE

04/10/02
DATE

David P. Williamson
DAVID P. WILLIAMSON, ESQ.
Attorney for Dr. Woodrow

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

April 5, 2002
DATE

4/10/02
DATE

Rebecca J. Albers
REBECCA J. ALBERS, ESQ.
Assistant Attorney General

4/10/02
DATE