

**CONSENT AGREEMENT
BETWEEN
EMILY A. DAWSON, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

EMILY A. DAWSON, M.D. enters into this 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.

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, 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. EMILY A. DAWSON, M.D. is licensed to practice medicine and surgery in the State of Ohio.
- D. EMILY A. DAWSON, M.D., ADMITS that she has excessively used drugs to the extent that her ability to practice was "impaired" as that term is used in Section 4731.22 (B)(26), Ohio Revised Code, and Rule 4731-16-01, Ohio Administrative Code.

- E. EMILY A. DAWSON, M.D., further ADMITS that she received treatment for chemical dependency at Saint Vincent Charity Hospital, Cleveland, Ohio, from May 18, 1993, through June 20, 1993. Saint Vincent Charity Hospital is a treatment provider approved by THE STATE MEDICAL BOARD OF OHIO.

- F. EMILY A. DAWSON, M.D., further ADMITS that she has been in aftercare treatment with Professionals Education Newtwork (P.E.N.) in Monroeville, Pennsylvania, under the direction of Larry Sellitto, Ph.D., since June 28, 1993. Further, DOCTOR DAWSON ADMITS that she discontinued therapy at P.E.N. for a period of ten (10) weeks beginning October 25, 1993, through January 31, 1994, due to financial concerns. DOCTOR SELLITO STATED, by letter to the BOARD, that DOCTOR DAWSON presently appears to remain in stable remission and prior to her ten (10) weeks of discontinued therapy, DOCTOR DAWSON'S attendance in therapy had been regular. The Professionals Education Network is not a treatment provider approved by THE STATE MEDICAL BOARD OF OHIO.

- G. DOCTOR DAWSON ADMITS that in May of 1994 she entered into an aftercare contract with Touchstone Treatment Center, a treatment provider approved by THE STATE MEDICAL BOARD OF OHIO.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, EMILY A. DAWSON, 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 DAWSON shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;

- 2. DOCTOR DAWSON 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;

3. DOCTOR DAWSON shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed by the BOARD;
4. In the event that DOCTOR DAWSON should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR DAWSON 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 DAWSON is found by the Secretary of the Board to have failed to comply with any provision of this 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;
6. DOCTOR DAWSON 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 DOCTOR DAWSON'S history of chemical dependency;
7. DOCTOR DAWSON shall abstain completely from the use of alcohol;
8. DOCTOR DAWSON shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR DAWSON 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;

Within thirty (30) days of the effective date of this Agreement, DOCTOR DAWSON shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR DAWSON shall submit the required urine specimens. 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 DAWSON 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 screens have been negative, and whether the supervising physician remains willing and able to continue in his responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, DOCTOR DAWSON must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR DAWSON shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefor;

9. The BOARD retains the right to require, and DOCTOR DAWSON agrees to submit, blood or urine specimens for analysis upon request and without prior notice;
10. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR DAWSON shall submit for the BOARD's prior approval the name of a monitoring physician, who shall provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR DAWSON shall ensure that such reports are forwarded to the BOARD on a quarterly basis. In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, DOCTOR DAWSON must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR DAWSON shall further ensure that the previously designated monitoring physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefor;
11. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR DAWSON shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, approved in advance by the BOARD specifically for DOCTOR DAWSON, no less than

three (3) times per week. Substitution of any specific program must receive prior BOARD approval. At her appearances before the BOARD or its designated representative, DOCTOR DAWSON shall submit acceptable documentary evidence of continuing compliance with this program;

12. DOCTOR DAWSON shall contact an appropriate impaired physicians committee, approved by the BOARD, to arrange for assistance in recovery or aftercare;
13. DOCTOR DAWSON shall maintain continued compliance with the terms of the aftercare contract entered into with her treatment provider, provided, that where terms of the aftercare contract conflict with terms of this Agreement, the terms of this Agreement shall control;
14. DOCTOR DAWSON 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; and
15. Within thirty (30) days of the effective date of this Agreement, DOCTOR DAWSON shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which she contracts to provide physician services or receive training; and the Chief of Staff at each hospital where she has, applies for, or obtains privileges or appointments.

This Agreement shall remain in force for a minimum of two (2) years prior to any request for termination of said 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 STATE MEDICAL BOARD OF OHIO, DOCTOR DAWSON appears to have violated or breached any terms or conditions of this Agreement, THE STATE MEDICAL BOARD OF OHIO 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.

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DOCTOR DAWSON acknowledges that she has had an opportunity to ask questions concerning the terms of this 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 DAWSON 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 shall become effective upon the last date of signature below.

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

Emily A. Dawson, M.D.
EMILY A. DAWSON, M.D.

5/6/94
DATE

Helen Gillison, Esq.
Helen Gillison, Esq.
Atty. for Dr. Dawson

5-6-94
DATE

Carla S. O'Day
CARLA S. O'DAY, M.D.
Secretary

5/24/94
DATE

Raymond I. Albert
RAYMOND I. ALBERT
Supervising Member

5/17/94
DATE

Anne C. Berry, Esq.
ANNE C. BERRY, ESQ.
Assistant Attorney General

5/16/94
DATE