

**PROBATIONARY CONSENT AGREEMENT
BETWEEN
PATRICIA ANN SPIESS, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Spiess 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(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. Spiess’ license to practice medicine and surgery in the State of Ohio, License # 35-049816, is inactive. Dr. Spiess states, and the Board acknowledges, that in or about February 2006, she submitted to the Board an Application for License Restoration Medicine or Osteopathic Medicine, which remains pending to date.
- D. Dr. Spiess states that she also holds an inactive license to practice medicine and surgery in the State of Iowa.

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- E. Dr. Spiess admits that she is currently under the care of a psychiatrist, and that she has a history of psychiatric treatment dating back to approximately 1990 for major depression. Dr. Spiess further admits that she has been prescribed a variety of medications to treat her depression, and after her medication was changed in 1999 because of side effects, her depression progressed and she took a medical leave of absence for several months from her medical practice. Dr. Spiess states that she returned to work on a part-time basis in or about January 2000, working five half-days a week seeing overflow patients for her practice partners. Dr. Spiess further states that after moving from Ohio to Iowa and starting a new job as an assistant professor of medicine in the spring of 2001, she became quite depressed, and in response she cut back her professional time to approximately forty percent of a full load. Dr. Spiess further admits that when she continued to experience depressive symptoms and an inability to focus, she and her treating psychiatrist made the decision in August 2001 that she would discontinue working. Dr. Spiess states that she did not return to her clinical duties as an assistant professor; instead, she worked on a part-time basis at a free clinic from in or about August 2002 until October 2005, and she also continued to serve as faculty facilitator for a program that is part of first-year medical students' curriculum. Dr. Spiess further states that she and her family returned to Ohio in or about October 2005.

Dr. Spiess states, and the Board acknowledges receipt of information to support, that she disclosed to the Board her history of depression and treatment when she applied for the restoration of her Ohio medical license in February 2006. Dr. Spiess further states, and the Board acknowledges the receipt of information to support, that in 2001 she self-reported her depressive symptoms to the Iowa Board of Medical Examiners which resulted in her participation in a monitoring program, and that she fully complied with the terms of that program.

Dr. Spiess admits that on or about October 24, 2006, she underwent a Board-ordered psychiatric evaluation, which resulted in the determination that she has the diagnoses of Major Depressive Disorder, Recurrent, Mild; and Posttraumatic Stress Disorder (provisional); and that her condition is amenable to treatment. Dr. Spiess also admits that the evaluating psychiatrist opined with reasonable medical certainty that Dr. Spiess is presently capable of practicing medicine according to acceptable and prevailing standards of care; however, due to her Major Depressive Disorder, Dr. Spiess was incapable of practicing medicine according to acceptable and prevailing standards of care at various periods of times in the past. Dr. Spiess further admits that the evaluating psychiatrist recommended that if Dr. Spiess is to continue to practice medicine, certain treatment and monitoring conditions should be placed on her practice. Dr. Spiess acknowledges that such treatment and monitoring conditions include that Dr. Spiess should continue outpatient treatment with a qualified psychiatrist; comply with all medications prescribed by her treating psychiatrist, including antidepressant and mood stabilizing medications; authorize her treating psychiatrist to submit periodic reports to the Board on the status of Dr. Spiess' mental

disorder and compliance with treatment; and agree to limit or temporarily cease practicing if her treating psychiatrist makes such a recommendation, or if she experiences an exacerbation of her depressive symptoms to the extent that she is disabled from practicing medicine according to acceptable and prevailing standards of care.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, the certificate of Dr. Spiess to practice medicine and surgery in the State of Ohio shall be RESTORED, upon receipt and appropriateness of necessary documentation, and Dr. Spiess knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Spiess shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Spiess 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. Spiess 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. Dr. Spiess shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed.
5. In the event Dr. Spiess 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.

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MONITORING AND TREATMENT

Psychiatric Treatment

6. Within thirty days of the effective date of this Consent Agreement, Dr. Spiess 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. Spiess shall undergo and continue psychiatric treatment monthly or as otherwise directed by the Board. Dr. Spiess shall comply with her psychiatric treatment plan, including taking medications as prescribed and/or ordered by her approved treating psychiatrist for her psychiatric disorders. Dr. Spiess 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. Spiess' current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Spiess' compliance with her treatment plan; Dr. Spiess' mental status; Dr. Spiess' progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Spiess 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. Spiess is unable to practice due to her psychiatric disorder. It is Dr. Spiess' responsibility to ensure that all quarterly reports are received in the Board's offices no later than the due date for Dr. Spiess' quarterly declaration.

In the event that the designated treating psychiatrist becomes unable or unwilling to serve in this capacity, Dr. Spiess must immediately so notify the Board in writing. In addition, Dr. Spiess shall make arrangements acceptable to the Board for another treating psychiatrist within thirty days after the previously designated treating psychiatrist becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Spiess shall ensure that the previously designated treating psychiatrist also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

Monitoring Physician

7. Before engaging in any medical practice in Ohio, Dr. Spiess shall submit the name and curriculum vitae of a monitoring physician for prior written approval by the Secretary or Supervising Member of the Board. In approving an individual to serve in this capacity, the Secretary and Supervising Member will give preference to a physician who practices in the same locale as Dr. Spiess and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Spiess and her medical practice, and shall review Dr. Spiess' patient charts. The chart review may be done on a random basis, with the frequency and number of charts reviewed to be determined by the Board.

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Further, the monitoring physician shall provide the Board with reports on the monitoring of Dr. Spiess and her medical practice, and on the review of Dr. Spiess' patient charts. Dr. Spiess shall ensure that the reports are forwarded to the Board on a quarterly basis and are received in the Board's offices no later than the due date for Dr. Spiess' quarterly declaration.

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Spiess must immediately so notify the Board in writing. In addition, Dr. Spiess shall make arrangements acceptable to the Board for another monitoring physician within thirty days after the previously designated monitoring physician becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Spiess shall ensure that the previously designated monitoring physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

Cessation of Practice

8. If Dr. Spiess' monitoring physician, treating psychiatrist or other treating physician advises Dr. Spiess it is that individual's opinion that Dr. Spiess is unable to practice medicine according to acceptable and prevailing standards of care for any reason, Dr. Spiess shall notify the Board within 48 hours, identifying the individual who so advised, and Dr. Spiess shall immediately temporarily cease active practice until she has been evaluated by the psychiatrist approved by the Board pursuant to Paragraph 6, above, or another psychiatrist approved in advance by the Board, related to Dr. Spiess' ability to practice, and has been notified in writing by the Board that the Board has received from such evaluating psychiatrist a written report in which such evaluating psychiatrist has opined that Dr. Spiess is capable of practicing according to acceptable and prevailing standards of care at that time, and addressing whether any additional treatment, monitoring, or supervision of Dr. Spiess or any conditions, restrictions, or limitations on Dr. Spiess' practice are recommended, and if so, what. In the event that the individual who is of the opinion that Dr. Spiess is unable to practice medicine according to acceptable and prevailing standards of care is not Dr. Spiess' treating psychiatrist, then Dr. Spiess agrees that the Board will provide information concerning that individual's opinion and/or report to the evaluating psychiatrist for purposes of the evaluation related to Dr. Spiess' ability to practice.

Further, Dr. Spiess expressly agrees that any such temporary cessation of practice shall in no way limit the Board's authority to initiate formal proceedings, including summarily suspending her certificate to practice medicine and surgery pursuant to the terms of this Consent Agreement and/or Section 4731.22(G), Ohio Revised Code, based upon violation of Section 4731.22(B)(19), Ohio Revised Code, or any other violations of Chapter 4731. of the Revised Code.

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Practice Plan / Practice Restrictions

9. Dr. Spiess shall not engage in solo practice during the duration of this Consent Agreement and shall obtain the approval of the Board for any medical practice or employment related to the health care fields. Dr. Spiess shall not engage in the practice of medicine in any capacity unless and until such time that the Board has approved a practice plan, and thereafter, her practice of medicine shall be only in accordance with such practice plan. The Board shall consider, among other factors, the adequacy and continuity of supervision, which will ensure the protection of the public, prior to approval or disapproval of the proposed employment. Further, Dr. Spiess shall submit a revised practice plan to the Board and obtain the prior approval of the Board should she desire modification to any previously approved practice plan(s).
10. In the event that Dr. Spiess at any time has not been engaged in the active practice of medicine and surgery for a period in excess of two years for any reason, the Board may exercise its discretion in requiring Dr. Spiess to pass the clinical SPEX examination, or another substantially equivalent examination approved in advance by the Board, prior to approving any proposed practice plan.

Releases

11. Dr. Spiess shall provide continuing authorization, through appropriate written consent forms, for disclosure by her treatment providers 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

12. Within thirty days of the effective date of this Consent Agreement, Dr. Spiess 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. Spiess 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.
13. Within thirty days of the effective date of this Consent Agreement, Dr. Spiess 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. Spiess 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

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license or for reinstatement of any professional license. Further, Dr. Spiess shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

14. Dr. Spiess shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Spiess psychiatric treatment or monitoring.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Spiess 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. Spiess has violated any term, condition or limitation of this Consent Agreement, Dr. Spiess 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. Spiess shall not request termination of this Consent Agreement for a minimum of two years. In addition, Dr. Spiess 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. Spiess 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. Spiess 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. Further, this information may be reported to appropriate

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organizations, data banks and governmental bodies. Dr. Spiess acknowledges that her social security number will be used if this information is so reported and agrees to provide her social security number to the Board for such purposes.

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.

Patricia Ann Spiess, MD
PATRICIA ANN SPIESS, M.D.

Lance A. Talmage, M.D.
LANCE A. TALMAGE, M.D.
Secretary

2-22-07
DATE

3-14-07
DATE

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

3/14/07
DATE

Mark R. Blackmer
MARK R. BLACKMER
Enforcement Attorney

March 7, 2007
DATE

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