

MAY 29 2001

**STATE OF OHIO
THE STATE MEDICAL BOARD**

**SURRENDER OF CERTIFICATE
TO PRACTICE MEDICINE AND SURGERY**

I, VICTORIA A. WILLIAMSON, M.D., am aware of my rights to representation by counsel, the right of being formally charged and having a formal adjudicative hearing, and do hereby freely execute this document and choose to take the actions described herein.

I, VICTORIA A. WILLIAMSON, M.D., do hereby voluntarily, knowingly, and intelligently surrender my certificate to practice medicine and surgery, No. 35-049905, to the State Medical Board of Ohio, thereby relinquishing all rights to practice medicine and surgery in Ohio. This surrender shall be effective upon acceptance of this Surrender of Certificate to Practice Medicine and Surgery by the Secretary and Supervising Member of the State Medical Board of Ohio.

I understand that as a result of the surrender herein I am no longer permitted to practice medicine and surgery in any form or manner in the State of Ohio.

I agree that I shall be ineligible for, and shall not apply for, reinstatement of certificate to practice medicine and surgery, No. 35-049905, or issuance of any other certificate pursuant to Chapters 4730., 4731., 4760. or 4762., Ohio Revised Code, on or after the date of signing this Surrender of Certificate to Practice Medicine and Surgery. Any such attempted reapplication shall be considered null and void and shall not be processed by the Board.

This Surrender of Certificate to Practice Medicine and Surgery supersedes, and serves as a resolution of all obligations arising from, the Consent Agreement between VICTORIA WILLIAMSON, M.D. AND THE STATE MEDICAL BOARD OF OHIO dated December 3, 1997, a copy of which is attached hereto and incorporated herein.

I, VICTORIA A. WILLIAMSON, M.D., hereby release the State Medical Board of Ohio, its members, employees, agents and officers, jointly and severally, from any and all liability arising from the within matter.

This document shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code.

MAY 29 2001

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

Signed this 16th day of May, 2001.

Victoria A. Williamson
VICTORIA A. WILLIAMSON, M.D.

Paul S Mitchell mo.
Witness

Lynn Chesquine
Witness

Sworn to and subscribed before me this _____ day of _____, 200____.

Notary Public

SEAL (This form must be either witnessed OR notarized)

Accepted by the State Medical Board of Ohio:

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

Raymond J. Albert
RAYMOND J. ALBERT
SUPERVISING MEMBER

06/09/01
DATE

6/11/01
DATE

**CONSENT AGREEMENT
BETWEEN
VICTORIA WILLIAMSON, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

VICTORIA WILLIAMSON, M.D., 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.

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 Paragraphs D, E, and F 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. VICTORIA WILLIAMSON, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- D. VICTORIA WILLIAMSON, M.D., ADMITS that she received outpatient treatment and aftercare for alcohol dependence at Value Behavioral Health

Systems, a non-board approved treatment facility in Sylvania, Ohio from January 1995 through May 1996, at which time she transferred to The Toledo Hospital in order to maintain compliance with the board's regulations regarding impaired physicians and approved treatment providers.

DOCTOR WILLIAMSON further ADMITS that she participated in outpatient treatment at The Toledo Hospital, a board approved treatment provider in Toledo, Ohio from June 6, 1996, through July 11, 1996, at which time she transferred to their continuing care program.

- E. DOCTOR WILLIAMSON further ADMITS that she relapsed in April 1996, by drinking alcohol; in May 1996, by drinking Listerine; and on July 9, 1996, by drinking Listerine. DOCTOR WILLIAMSON STATES that she voluntarily reported these relapses to her treatment providers on each occasion.
- F. DOCTOR WILLIAMSON STATES and the STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that in July 1996, DOCTOR WILLIAMSON notified the Board of her alcoholism and initial entry into treatment at a non-board approved facility. Further, DOCTOR WILLIAMSON advised the Board that she had erroneously answered "No" to question number three on her renewal card for 1996-1998 biennium, because she was unaware of the Board's administrative rules regarding impaired physicians and approved treatment providers.
- G. DOCTOR WILLIAMSON STATES and the STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that on July 27, 1996, DOCTOR WILLIAMSON entered into a three-year advocacy contract with the Ohio Physician's Effectiveness Program.
- H. DOCTOR WILLIAMSON further STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that she has maintained continued compliance with the terms of her continuing care contract with The Toledo Hospital, and her advocacy contract with the Ohio Physician's Effectiveness Program. Further, DOCTOR WILLIAMSON STATES that she has maintained sobriety since July 1996.
- I. DOCTOR WILLIAMSON further STATES and the STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that John Newton, M.D., former

staff physician of The Toledo Hospital Alcohol and Drug Treatment Center, has submitted documentation stating that DOCTOR WILLIAMSON is not impaired in her ability to practice medicine under Section 4731.22(B)(26), Ohio Revised Code.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, VICTORIA WILLIAMSON, 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 WILLIAMSON shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR WILLIAMSON 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 WILLIAMSON 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 she 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 WILLIAMSON written notification of scheduled appearances, it is DOCTOR WILLIAMSON's responsibility to know when personal appearances will occur. If she does not receive written notification from

the BOARD by the end of the month in which the appearance should have occurred, DOCTOR WILLIAMSON shall immediately submit to the BOARD a written request to be notified of her next scheduled appearance;

4. In the event that DOCTOR WILLIAMSON should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR WILLIAMSON 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 WILLIAMSON 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;
6. DOCTOR WILLIAMSON 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 WILLIAMSON 's history of chemical dependency;
7. DOCTOR WILLIAMSON shall abstain completely from the use of alcohol;
8. DOCTOR WILLIAMSON shall submit to random urine screenings for drugs and alcohol on a bi-weekly basis or as otherwise directed by the BOARD. DOCTOR WILLIAMSON 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 CONSENT AGREEMENT, DOCTOR WILLIAMSON shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR WILLIAMSON 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 WILLIAMSON 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 WILLIAMSON must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR WILLIAMSON 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;

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 WILLIAMSON's quarterly declaration. It is DOCTOR WILLIAMSON's responsibility to ensure that reports are timely submitted;

9. The BOARD retains the right to require, and DOCTOR WILLIAMSON agrees to submit, blood or urine specimens for analysis at DOCTOR WILLIAMSON's expense upon the BOARD's request and without prior notice. DOCTOR WILLIAMSON'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;
10. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR WILLIAMSON shall submit for the BOARD's prior approval the name of a monitoring physician, who shall monitor DOCTOR WILLIAMSON and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR WILLIAMSON 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 WILLIAMSON must

immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR WILLIAMSON 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;

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

11. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR WILLIAMSON shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, no less than three (3) times per week. Substitution of any other specific program must receive prior BOARD approval;

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

12. DOCTOR WILLIAMSON 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 CONSENT AGREEMENT, the terms of this CONSENT AGREEMENT shall control;
13. DOCTOR WILLIAMSON 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;
14. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR WILLIAMSON shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which she is under contract to provide physician services or is receiving training; and the Chief of Staff at each hospital where she has privileges or appointments. Further, DOCTOR WILLIAMSON shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which she

contracts to provide physician services, or applies for or receives training, and the chief of staff at each hospital where she applies for or obtains privileges or appointments;

15. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR WILLIAMSON 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 a license to practice. DOCTOR WILLIAMSON 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 licensure or reinstatement of licensure. Further, DOCTOR WILLIAMSON shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt;
16. Any violation of Paragraph 6 or Paragraph 7 of this Agreement shall constitute grounds to revoke or permanently revoke DOCTOR WILLIAMSON's certificate. DOCTOR WILLIAMSON 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 WILLIAMSON's certificate based on other violations of this Consent Agreement.
17. DOCTOR WILLIAMSON AGREES that if any declaration or report required by this agreement is not received in the BOARD'S offices on or before its due date, DOCTOR WILLIAMSON 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.
18. DOCTOR WILLIAMSON AGREES that if, without prior permission from the BOARD, she fails to submit to random screenings for drugs and alcohol at least as frequently as required by Paragraph 8 of this CONSENT AGREEMENT, she 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.

19. DOCTOR WILLIAMSON AGREES that if she fails to participate in an alcohol and drug rehabilitation program at least as frequently as required by Paragraph 11 of this CONSENT AGREEMENT, she 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.

This CONSENT AGREEMENT shall remain in force for a minimum of five (5) 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 WILLIAMSON 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.

If the Secretary and Supervising Member of the BOARD determine that there is clear and convincing evidence that DOCTOR WILLIAMSON has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR WILLIAMSON 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(D), Ohio Revised Code.

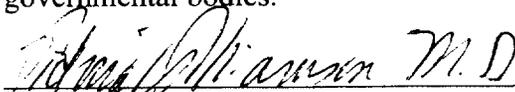
DOCTOR WILLIAMSON acknowledges that she has had an opportunity to ask questions concerning the terms of this CONSENT AGREEMENT and that all questions asked have been answered in a satisfactory manner.

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.

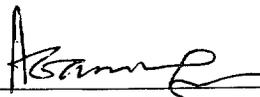
DOCTOR WILLIAMSON hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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.

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



VICTORIA WILLIAMSON, M.D.



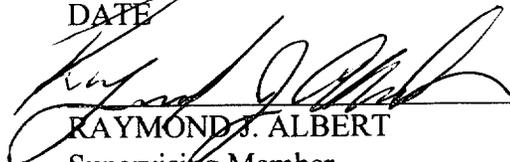
~~THOMAS E. GREPPER, M.D.~~
Secretary

11/3/97

DATE

12/3/97

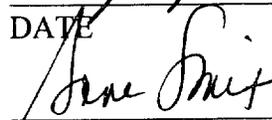
DATE



RAYMOND J. ALBERT
Supervising Member

12/3/97

DATE



ANNE B. STRAIT, ESQ.
Assistant Attorney General

12/3/97

DATE