

**STEP II
CONSENT AGREEMENT
BETWEEN
DEBORAH LYNN TAYLOR, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

OHIO STATE MEDICAL BOARD

APR 1 1 2005

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

Dr. Taylor 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)(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 Board 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 of the December 2004 Step I Consent Agreement between Dr. Taylor and the Board, a copy of which is attached hereto and incorporated herein, 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. Taylor is applying for reinstatement of her license to practice medicine and surgery in the State of Ohio, License # 35-051038, which was suspended pursuant to the terms of the above-referenced December 2004 Step I Consent Agreement.
- D. Dr. Taylor states that she is not licensed to practice medicine and surgery in any other state or jurisdiction.

APR 11 2005

- E. Dr. Taylor admits that following her relapse on narcotic medication in mid-October 2004, which she self-reported to the Board, she voluntarily entered residential treatment on or about November 11, 2004, at The Woods at Parkside [Parkside], a Board-approved treatment provider in Columbus, Ohio. Dr. Taylor further admits that she successfully completed twenty-eight days of residential treatment concerning her chemical dependence and, on December 9, 2004, was discharged from Parkside.

Dr. Taylor admits that, after completing residential treatment, she participated in outpatient treatment at Parkside. Dr. Taylor states, and the Board acknowledges receipt of information to support, that since successfully completing outpatient treatment, she has attended weekly aftercare meetings at Parkside. Dr. Taylor further states, and the Board acknowledges receipt of information to support, that she has remained compliant with the continuing care/aftercare agreement into which she entered with Parkside on January 5, 2005, including attending Caduceus and participating in at least three 12-step meetings per week. In addition, Dr. Taylor states, and the Board acknowledges receipt of information to support, that Dr. Taylor has remained compliant with the terms of the advocacy contract into which she entered with the Ohio Physicians Health Program on February 22, 2005. Further, Dr. Taylor admits that the aforementioned advocacy and continuing care/aftercare contracts remain in effect to date.

Dr. Taylor states, and the Board acknowledges, that Edna Jones, M.D., Medical Director of Parkside, has provided a written report indicating that Dr. Taylor's ability to practice has been assessed and that she has been found capable of practicing according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place. These conditions include that Dr. Taylor maintain long-term psychiatric follow up and counseling, and that she restrict her hours to no more than forty-five hours per week, initially practicing part-time and building up to the aforementioned work hours limitation. Dr. Taylor further states, and the Board further acknowledges, that David D. Goldberg, D.O., of Greene Memorial Hospital, a Board-approved treatment provider in Xenia, Ohio, has provided a written report indicating that Dr. Taylor's ability to practice has been assessed and that she has been found capable of practicing according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place, including that Dr. Taylor restrict the number of patients seen on a daily basis and the number of hours worked.

Dr. Taylor further states, and the Board acknowledges, that Mark A. Hurst, M.D., a psychiatrist approved by the Board to conduct a psychiatric examination of Dr. Taylor, has provided a written report indicating that Dr. Taylor's ability to practice has been assessed and that she has been found capable of practicing according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place, including continuing psychiatric treatment and psychotherapy.

APR 11 2005

Accordingly, Dr. Taylor states, and the Board acknowledges receipt of information to support, that Dr. Taylor has fulfilled the conditions for reinstatement of her certificate to practice medicine and surgery in the State of Ohio, as established in the above-referenced December 2004 Step I Consent Agreement between Dr. Taylor and the Board.

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. Taylor to practice medicine and surgery in the State of Ohio shall be reinstated, and Dr. Taylor knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Taylor shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Taylor shall submit quarterly declarations under penalty of Board disciplinary action and/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 date her quarterly declaration would have been due pursuant to her December 2004 Step I Consent Agreement with the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Taylor shall appear in person for an interview before the full Board or its designated representative. The first such appearance shall take place on the date her appearance would have been scheduled pursuant to her December 2004 Step I Consent Agreement with the Board. 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. Taylor 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. Taylor 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.

MONITORING OF REHABILITATION AND TREATMENT

APR 11 2005

Drug Associated Restrictions

6. Dr. Taylor shall keep a log of all controlled substances prescribed. Such log shall be submitted, in the format approved by the Board, thirty days prior to Dr. Taylor's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Taylor shall make her patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Taylor shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 8 below) any controlled substances as defined by state or federal law. In the event that the Board agrees at a future date to modify this Consent Agreement to allow Dr. Taylor to administer or personally furnish controlled substances, Dr. Taylor shall keep a log of all controlled substances prescribed, administered or personally furnished. Such log shall be submitted in the format approved by the Board thirty days prior to Dr. Taylor's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Taylor shall make her patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board upon request.

Sobriety

8. Dr. Taylor 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. Taylor's history of chemical dependency.
9. Dr. Taylor shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Supervising Physician

10. Dr. Taylor shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Taylor 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.

Dr. Taylor shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

Dr. Taylor and the Board agree that the person or entity previously approved by the Board to serve as Dr. Taylor's supervising physician pursuant to the December 2004 Step I Consent Agreement is hereby approved to continue to as

APR 11 2005

Dr. Taylor's designated supervising physician under this Consent Agreement, unless within thirty days of the effective date of this Consent Agreement, Dr. Taylor submits to the Board for its prior approval the name and curriculum vitae of an alternative supervising physician to whom Dr. Taylor shall submit the required urine specimens. In approving an individual to serve in this capacity, the Board will give preference to a physician who practices in the same locale as Dr. Taylor. Dr. Taylor and the supervising physician shall ensure that the urine specimens are obtained on a random basis and that the giving of the specimen is witnessed by a reliable person. In addition, the supervising physician shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

The Board expressly reserves the right to disapprove any person or entity proposed to serve as Dr. Taylor's designated supervising physician, or to withdraw approval of any person or entity previously approved to serve as Dr. Taylor's designated supervising physician, in the event that the Secretary and Supervising Member of the Board determine that any such supervising physician has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

Dr. Taylor shall ensure that the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, as set forth in the materials provided by the Board to the supervising physician, 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 or her responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, Dr. Taylor must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Taylor shall further ensure that the previously designated supervising physician also notifies the Board directly of his or her 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 Dr. Taylor's quarterly declaration. It is Dr. Taylor's responsibility to ensure that reports are timely submitted.

11. The Board retains the right to require, and Dr. Taylor agrees to submit, blood or urine specimens for analysis at Dr. Taylor's expense upon the Board's request and without prior notice. Dr. Taylor'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.

APR 11 2005

Psychiatric Treatment

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

In the event that the designated treating psychiatrist becomes unable or unwilling to serve in this capacity, Dr. Taylor must immediately so notify the Board in writing. In addition, Dr. Taylor 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. Taylor 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

13. Before engaging in any medical practice, Dr. Taylor 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. Taylor and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Taylor and her medical practice, and shall review Dr. Taylor's 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.

Further, the monitoring physician shall provide the Board with reports on the monitoring of Dr. Taylor and her medical practice, and on the review of Dr. Taylor's

APR 11 2005

patient charts. Dr. Taylor 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. Taylor's quarterly declaration.

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Taylor must immediately so notify the Board in writing. In addition, Dr. Taylor 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. Taylor 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.

Rehabilitation Program

14. Within thirty days of the effective date of this Consent Agreement, Dr. Taylor shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Taylor shall submit acceptable documentary evidence of continuing compliance with this program which must be received in the Board's offices no later than the due date for Dr. Taylor's quarterly declarations.

Physician Health Program/Aftercare

15. Dr. Taylor shall maintain continued compliance with the terms of the agreement entered into with the Ohio Physicians Health Program, or, if approved in advance by the Board, another physician health program, provided that, where the terms of the advocacy contract conflict with the terms of this consent Agreement, the terms of this Consent Agreement shall control.
16. Dr. Taylor shall maintain continued compliance with the terms of the continuing care/aftercare contract entered into with her treatment provider, provided that, where terms of the continuing care/aftercare contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Work Hour Limitation

17. Dr. Taylor shall limit her work hours to no more than thirty of work per week for the first three months following the effective date of this Agreement, and thereafter, Dr. Taylor shall limit her work hours to no more than forty-five hours of work per week, until otherwise approved by the Board. Dr. Taylor shall keep a log reflecting the dates, times, and facilities and/or locations at which she works. Dr. Taylor shall

APR 11 2005

submit her work log for receipt in the Board's offices no later than the due date for Dr. Taylor's quarterly declaration.

Any request by Dr. Taylor for modification of the limitation on work hours set forth in this paragraph shall be accompanied by documentation from a physician affiliated with a Board approved treatment provider, or other physician approved by the Board for this purpose, who has evaluated Dr. Taylor, indicating that such physician supports Dr. Taylor's request for modification.

Approval of Employment

18. Dr. Taylor shall obtain the approval of the Board for any medical practice or employment related to the health care fields. The Board shall consider, among other factors, the number of patients to be seen on a daily basis, and the feasibility of restricted access to controlled substances, which will ensure the protection of the public, prior to approval or disapproval of the proposed employment.

Releases

19. Dr. Taylor 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.

Required Reporting by Licensee

20. Within thirty days of the effective date of this Consent Agreement, Dr. Taylor 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. Taylor 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.
21. Within thirty days of the effective date of this Consent Agreement, Dr. Taylor 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. Taylor 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. Taylor shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

APR 11 2005

22. Dr. Taylor shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Taylor treatment, evaluation, or monitoring for her chemical dependency, psychiatric illness or mental health, or any related conditions.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Taylor 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. Taylor has violated any term, condition or limitation of this Consent Agreement, Dr. Taylor 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. Taylor shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Taylor 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. Taylor 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. Taylor 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 organizations, data banks and governmental bodies. Dr. Taylor acknowledges that her social

APR 1 1 2005

STEP II CONSENT AGREEMENT
DEBORAH LYNN TAYLOR, M.D.
PAGE 10

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.

Deborah L. Taylor MD
DEBORAH LYNN TAYLOR, M.D.

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

4/10/2005
DATE

4/14/05 MD
DATE

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

4/13/05
DATE /TAD
Per phone
auth.

Mark R. Blackmer
MARK R. BLACKMER
Enforcement Attorney

April 11, 2005
DATE

**STEP I
CONSENT AGREEMENT
BETWEEN
DEBORAH LYNN TAYLOR, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Taylor 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)(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 Board 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. Dr. Taylor is licensed to practice medicine and surgery in the State of Ohio, License # 35-051038.
- D. Dr. Taylor states that she is not licensed to practice medicine and surgery in any other state or jurisdiction.
- E. Dr. Taylor admits that she initially entered treatment for chemical dependency at Focus Health Care [Focus], a treatment provider in Columbus, Ohio, on or about May 17, 1993. Dr. Taylor further admits that she was dependent on narcotics, and that

after six months of outpatient treatment at Focus, she was discharged on or about November 17, 1993. Dr. Taylor further states that, on or about September 13, 1994, she was examined by Tom H. Pepper, M.D., the former Medical Director of Alcohol and Drug Dependency Services at Riverside Methodist Hospitals, formerly a Board-approved treatment provider in Columbus, Ohio, and he determined that Dr. Taylor did not require inpatient treatment at that time and that she should have continued monitoring of her care by the Ohio Physicians Effectiveness Program [OPEP], which would include two to three random urine screens per year. Dr. Taylor further states that she has maintained participation in OPEP since on or about July 26, 1993, and that pursuant to the terms of her advocacy contracts with OPEP, she agreed to abstain completely from the use of all mood-altering drugs, including prescription drugs, unless prescribed by her primary care physician or her psychiatrist, and further agreed to submit to periodic random urine screening.

Dr. Taylor admits that in or about mid-October 2004, she relapsed on narcotic medication. Dr. Taylor states that she began exhibiting symptoms of nausea and body aches while visiting her mother at a hospital in North Carolina and that, in an attempt to alleviate the symptoms, she took two Vicodin pills that had been prescribed for her mother. Dr. Taylor specifically represents that her relapse, which she self-reported to the Board on or about November 10, 2004, is limited to only the aforementioned use of two Vicodin pills. After self-reporting her relapse to the Board, Dr. Taylor admits that she voluntarily entered treatment on or about November 11, 2004, for chemical dependence at The Woods at Parkside, a Board-approved treatment provider in Columbus, Ohio, and that such inpatient treatment continues to date.

Dr. Taylor further admits that she has a history of major depression dating back to approximately 1988. Dr. Taylor further states that she is under the care of a physician related to this diagnosed condition, and that she is currently prescribed Wellbutrin, Effexor, and Trazodone.

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. Taylor knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Taylor to practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 90 days.

Sobriety

2. Dr. Taylor 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. Taylor's history of chemical dependency.
3. Dr. Taylor shall abstain completely from the use of alcohol.

Releases: Quarterly Declarations and Appearances

4. Dr. Taylor shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Taylor's chemical dependency or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. The above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Taylor further agrees to provide the Board written consent permitting any treatment provider from whom she obtains treatment to notify the Board in the event she fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.
5. Dr. Taylor shall submit quarterly declarations under penalty of Board disciplinary action and/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, provided that if the effective date is on or after the sixteenth 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.
6. Dr. Taylor 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.

Drug & Alcohol Screens: Supervising Physician

7. Dr. Taylor shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Taylor 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.

Dr. Taylor shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

Within thirty days of the effective date of this Consent Agreement, Dr. Taylor shall submit to the Board for its prior approval the name of a supervising physician to whom Dr. Taylor shall submit the required urine specimens. In approving an individual to serve in this capacity, the Board will give preference to a physician who practices in the same locale as Dr. Taylor. Dr. Taylor and the supervising physician shall ensure that the urine specimens are obtained on a random basis and that the giving of the specimen is witnessed by a reliable person. In addition, the supervising physician shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Taylor shall ensure that the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, as set forth in the materials provided by the Board to the supervising physician, 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 or her responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, Dr. Taylor must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Taylor shall further ensure that the previously designated supervising physician also notifies the Board directly of his or her 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 Dr. Taylor's quarterly declaration. It is Dr. Taylor's responsibility to ensure that reports are timely submitted.

Rehabilitation Program

8. Within thirty days of the effective date of this Consent Agreement, Dr. Taylor shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Taylor shall submit acceptable documentary evidence of continuing compliance

with this program which must be received in the Board's offices no later than the due date for Dr. Taylor's quarterly declarations.

CONDITIONS FOR REINSTATEMENT

9. The Board shall not consider reinstatement of Dr. Taylor's certificate to practice medicine and surgery until all of the following conditions are met:
 - a. Dr. Taylor shall submit an application for reinstatement, accompanied by appropriate fees, if any.
 - b. Dr. Taylor shall demonstrate to the satisfaction of the Board that she can resume practice in compliance with acceptable and prevailing standards of care under the provisions of her certificate. Such demonstration shall include but shall not be limited to the following:
 - i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that Dr. Taylor has successfully completed any required inpatient treatment, including at least twenty-eight days of inpatient or residential treatment for chemical dependence, as set forth in Rules 4731-16-02(B)(4)(a) and 4731-16-08(A)(13), Ohio Administrative Code.
 - ii. Evidence of continuing full compliance with a post-discharge aftercare contract with a treatment provider approved under Section 4731.25 of the Revised Code. Such evidence shall include, but not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with rule 4731-16-10 of the Administrative Code.
 - iii. Evidence of continuing full compliance with this Consent Agreement.
 - iv. Three written reports indicating that Dr. Taylor's ability to practice has been assessed and that she has been found capable of practicing according to acceptable and prevailing standards of care.

Two reports shall be made by physicians who are knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Taylor. Prior to the assessments, Dr. Taylor shall provide the evaluators with copies of patient records from any evaluations and/or treatment that she has received, and a copy of this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Taylor, and any conditions, restrictions, or limitations that should be

imposed on Dr. Taylor's practice. The reports shall also describe the basis for the evaluator's determinations.

One report shall be made by a psychiatrist, approved in advance by the Board, who shall conduct a psychiatric examination of Dr. Taylor. Prior to the examination, Dr. Taylor shall provide the psychiatrist with copies of patient records from any prior evaluations and/or treatment that she has received, and a copy of this Consent Agreement. The report from the evaluating psychiatrist shall include the psychiatrist's diagnoses and conclusions; any recommendations for care, counseling, and treatment for psychiatric diagnoses; any conditions, restrictions, or limitations that should be imposed on Dr. Taylor's practice; and the basis for the psychiatrist's determinations.

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement.

- c. Dr. Taylor shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Taylor are unable to agree on the terms of a written Consent Agreement, then Dr. Taylor further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code.

Further, upon reinstatement of Dr. Taylor's certificate to practice medicine and surgery in this state, the Board shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code. Moreover, upon termination of the consent agreement or Board Order, Dr. Taylor shall submit to the Board for at least two years annual progress reports made under penalty of Board disciplinary action or criminal prosecution stating whether Dr. Taylor has maintained sobriety.

10. In the event that Dr. Taylor has not been engaged in the active practice of medicine and surgery for a period in excess of two years prior to application for reinstatement, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Taylor's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

11. Within thirty days of the effective date of this Consent Agreement, Dr. Taylor 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. Taylor 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 reinstatement of any professional license. Further, Dr. Taylor shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

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

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Taylor 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.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Taylor 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. Taylor 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 organizations, data banks and governmental bodies. Dr. Taylor 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.

Deborah Lynn Taylor MD
DEBORAH LYNN TAYLOR, M.D.

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

12/3/04
DATE

12-8-04
DATE
Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

12/8/04
DATE

Mark R. Blackmer
MARK R. BLACKMER
Enforcement Attorney

December 7, 2004
DATE