

STEP II
CONSENT AGREEMENT
BETWEEN
ERIC WILLIAMS LOTHES, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO

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

ERIC WILLIAMS LOTHES, M.D., enters into this CONSENT AGREEMENT being fully informed of his 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 STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(B), 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 who is in violation of Section 4731.22(B)(11), Ohio Revised Code, “[a] plea of guilty to, a judicial finding of guilt of, or a judicial finding of eligibility for treatment in lieu of conviction for, a misdemeanor committed in the course of practice,” to wit: Section 2925.36, Ohio Revised Code, “Illegal Dispensing of Drug Samples;” Section 4731.22(B)(12), Ohio Revised Code, “[c]ommission of an act in the course of practice that constitutes a misdemeanor in this state, regardless of the jurisdiction in which the act was committed,” to wit: Section 3719.07, Ohio Revised Code, “Records of Controlled Substances;” Section 4731.22(B)(20), Ohio Revised Code, “violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board,” to wit: Rule 4731-11-02(D) and Rule 4731-11-08(A) and (B), Ohio Administrative Code; and Section 4731.22(B)(26), Ohio Revised Code, “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 violations of Section 4731.22(B)(11), (12), (20), and (26), Ohio Revised Code, as set forth in Paragraph D of the February 2000 Consent Agreement between ERIC WILLIAMS LOTHES, M.D., and THE STATE MEDICAL BOARD OF OHIO, a copy of which is attached hereto and incorporated herein, and based upon the stipulations set forth in Paragraphs D, E, F, and G below. THE STATE MEDICAL BOARD OF OHIO 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. ERIC WILLIAMS LOTHES, M.D., is applying for reinstatement of his license to practice medicine and surgery in the State of Ohio, which was suspended pursuant to the terms of the above referenced February 2000 Consent Agreement.
- D. ERIC WILLIAMS LOTHES, M.D., STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that DOCTOR LOTHES has substantially complied with the reinstatement conditions as set forth in his February 2000 Consent Agreement.
- E. Pursuant to paragraph 8.b.i of the February 2000 Consent Agreement, the STATE MEDICAL BOARD OF OHIO received a letter on or about February 8, 2000, from The Cleveland Clinic Foundation, a Board approved treatment provider, which states that DOCTOR LOTHES has completed all required inpatient treatment.
- F. Pursuant to paragraph 8.b.ii of the February 2000 Consent Agreement, Gregory B. Collins, M.D., from The Cleveland Clinic Foundation informed the STATE MEDICAL BOARD OF OHIO on August 26, 2000, that DOCTOR LOTHES has maintained compliance with his aftercare agreement.
- G. Pursuant to paragraph 8.b.iii of the February 2000 Consent Agreement, DOCTOR LOTHES obtained the following evaluations from Board approved treatment providers:
1. On or about July 25, 2000, the STATE MEDICAL BOARD OF OHIO received an assessment report concerning DOCTOR LOTHES from Jerome E. Driesen, M.D., whom the Board

approved to assess DOCTOR LOTHES. Dr. Driesen stated that DOCTOR LOTHES is very active in the Columbus Caduceus meeting and is compliant with his OPEP contract. Dr. Driesen opined that DOCTOR LOTHES can return to the practice of medicine.

2. On or about July 26, 2000, the STATE MEDICAL BOARD OF OHIO received an assessment report concerning DOCTOR LOTHES from Gregory B. Collins, M.D., of The Cleveland Clinic Foundation, a Board approved treatment provider. Dr. Collins opined that DOCTOR LOTHES “can return to the practice of medicine within the prevailing [sic] standards of care set forth by the Medical Board of the State of Ohio.”

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 ERIC WILLIAMS LOTHES, M.D., to practice medicine and surgery in the State of Ohio shall be reinstated, and ERIC WILLIAMS LOTHES, 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 LOTHES shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio, and all terms of probation imposed by the Court in criminal case number 99 CRB 01715 in the Municipal Court of Delaware County, Ohio;
2. DOCTOR LOTHES 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 LOTHES 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 he 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 LOTHES written notification of scheduled appearances, it is DOCTOR LOTHES' responsibility to know when personal appearances will occur. If he does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, DOCTOR LOTHES shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

4. In the event that DOCTOR LOTHES should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR LOTHES 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 LOTHES 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;

MONITORING OF REHABILITATION AND TREATMENT

Drug Associated Restrictions

6. DOCTOR LOTHES shall keep a log of all controlled substances prescribed. Such log shall be submitted in the format approved by the BOARD thirty (30) days prior to DOCTOR LOTHES' personal appearance before the BOARD or its designated representative, or as otherwise directed by the BOARD;
7. DOCTOR LOTHES shall not, without prior BOARD approval, administer, dispense, 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 DOCTOR LOTHES to administer or dispense controlled substances, DOCTOR LOTHES shall additionally keep a log of all controlled substances administered or dispensed. Such log shall be submitted in the format approved by the BOARD thirty (30) days prior to DOCTOR LOTHES' personal appearance before the BOARD or its designated representative, or as otherwise directed by the BOARD;

Sobriety

8. DOCTOR LOTHES shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of DOCTOR LOTHES' history of chemical dependency;
9. DOCTOR LOTHES shall abstain completely from the use of alcohol;

Drug and Alcohol Screens/Supervising Physician

10. DOCTOR LOTHES shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. In addition, one of the weekly urine screenings per month shall also include testing for the use of anabolic steroids and other like substances. DOCTOR LOTHES 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 LOTHES shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR LOTHES 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 DOCTOR LOTHES. 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 LOTHES 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 screenings 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, DOCTOR LOTHES must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR LOTHES shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the 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 DOCTOR LOTHES' quarterly declaration. It is DOCTOR LOTHES' responsibility to ensure that reports are timely submitted;

11. The BOARD retains the right to require, and DOCTOR LOTHES agrees to submit, blood or urine specimens for analysis at DOCTOR LOTHES' expense upon the BOARD's request and without prior notice. DOCTOR LOTHES' 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;

Monitoring Physician

12. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR LOTHES shall submit for the BOARD's prior approval the name of a monitoring physician, who shall review DOCTOR LOTHES' patient charts and shall submit a written report of such review to the BOARD on a quarterly basis. In approving an individual to serve in this capacity, the BOARD will give preference to a physician who practices in the same locale as DOCTOR LOTHES and who is engaged in the same or similar practice specialty. Such chart review may be done on a random basis, with the frequency and number of charts reviewed to be determined by the BOARD. It shall be DOCTOR LOTHES' responsibility to ensure that the monitoring physician's quarterly reports are submitted to the BOARD on a timely basis;

Further, the monitoring physician shall otherwise monitor DOCTOR LOTHES and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR LOTHES 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 LOTHES must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR

LOTHERS shall further ensure that the previously designated monitoring physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefore;

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

Rehabilitation Program

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

Aftercare

14. DOCTOR LOTHERS shall maintain continued compliance with the terms of the aftercare contract entered into with The Cleveland Clinic, provided, that where terms of the aftercare contract conflict with terms of this CONSENT AGREEMENT, the terms of this CONSENT AGREEMENT shall control;

Releases

15. DOCTOR LOTHERS shall provide continuing authorization, through appropriate written consent forms, for disclosure by his 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

16. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR LOTHERS shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, DOCTOR LOTHERS shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which

he/she contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments;

17. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR LOTHES 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 he currently holds any professional license. DOCTOR LOTHES 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 he applies for any professional license or reinstatement of any professional license. Further, DOCTOR LOTHES shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt;

VIOLATION OF PROBATIONARY TERMS

18. Any violation of Paragraph 8 or Paragraph 9 of this CONSENT AGREEMENT shall constitute grounds to revoke or permanently revoke DOCTOR LOTHES' certificate. DOCTOR LOTHES 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 LOTHES' certificate based on other violations of this CONSENT AGREEMENT;
19. DOCTOR LOTHES AGREES that if any declaration or report required by this CONSENT AGREEMENT is not received in the BOARD's offices on or before its due date, DOCTOR LOTHES 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;
20. DOCTOR LOTHES AGREES that if, without prior permission from the BOARD, he fails to submit to random screenings for drugs and alcohol at least as frequently as required by Paragraph 10 of this CONSENT AGREEMENT, he 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; and,

21. DOCTOR LOTHES AGREES that if he fails to participate in an alcohol and drug rehabilitation program at least as frequently as required by Paragraph 13 of this CONSENT AGREEMENT, he 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.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the BOARD, DOCTOR LOTHES 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 DOCTOR LOTHES has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR LOTHES agrees that the violation, as alleged, also constitutes clear and convincing evidence that his 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

DOCTOR LOTHES shall not request termination of this CONSENT AGREEMENT for a minimum of five (5) years. In addition, DOCTOR LOTHES shall not request modification to the probationary terms, limitations and conditions contained herein for at least one (1) 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

DOCTOR LOTHES acknowledges that he 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 LOTHES 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. Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

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 that it shall become effective upon the last date of signature below.



ERIC WILLIAMS LOTHES, M.D.

10/6/00

DATE



ANAND G. GARG, M.D.
Secretary

10/11/00

DATE



RAYMOND J. ALBERT
Supervising Member

10/11/00

DATE



ANNE B. STRAIT, ESQ.
Assistant Attorney General

10/11/00

DATE

STEP I
CONSENT AGREEMENT
BETWEEN
ERIC WILLIAMS LOTHES, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO

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

ERIC WILLIAMS LOTHES, M.D., enters into this CONSENT AGREEMENT being fully informed of his 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 STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(B), 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 who is in violation of Section 4731.22(B)(11), Ohio Revised Code, “[a] plea of guilty to, a judicial finding of guilt of, or a judicial finding of eligibility for treatment in lieu of conviction for, a misdemeanor committed in the course of practice,” to wit: Section 2925.36, Ohio Revised Code, “Illegal Dispensing of Drug Samples;” Section 4731.22(B)(12), Ohio Revised Code, “[c]ommission of an act in the course of practice that constitutes a misdemeanor in this state, regardless of the jurisdiction in which the act was committed,” to wit: Section 3719.07, Ohio Revised Code, “Records of Controlled Substances;” Section 4731.22(B)(20), Ohio Revised Code, “violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board,” to wit: Rule 4731-11-02(D) and Rule 4731-11-08(A) and (B), Ohio Administrative Code; and Section 4731.22(B)(26), Ohio Revised Code, “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 violations of Section 4731.22(B)(11), (12), (20), and (26), Ohio Revised Code, as set forth in Paragraph D 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. ERIC WILLIAMS LOTHES, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- D. ERIC WILLIAMS LOTHES, M.D., ADMITS that he has been diagnosed as chemically dependent upon "tribulus terrestris," an over-the-counter anabolic steroid-like herbal preparation.

DOCTOR LOTHES STATES that in 1978 he suffered a sports injury, and that in 1981 he began to have difficulties with pain in his shoulder, at which time he began taking motrin. DOCTOR LOTHES ADMITS that from October 3, 1998, through July 6, 1999, his primary care physician prescribed him at least 364 tablets of Vicoprofen, a schedule III controlled substance. DOCTOR LOTHES further ADMITS that from January 16, 1998, through August 23, 1999, he ordered 510 sample tablets of Vicoprofen to his office.

DOCTOR LOTHES further ADMITS that he was taking the sample Vicoprofen tablets, one every seven to ten days. DOCTOR LOTHES further STATES that he provided the remainder of the Vicoprofen to his wife for her back problems. DOCTOR LOTHES further STATES that he did not know it was wrong for him to order sample drugs for his personal use. DOCTOR LOTHES further ADMITS that he prescribed Lomox, a schedule five controlled substance, to his wife on March 3, 1999, and again on July 17, 1999, in a non-emergency situation, for diarrhea. DOCTOR LOTHES further ADMITS that he did not maintain patient records for either himself or his wife.

DOCTOR LOTHES further ADMITS that he, along with the other physicians at his practice, submitted to a drug screen on or about September 2, 1999, due to allegations that someone in the office was diverting drugs for personal use. DOCTOR LOTHES further STATES that the results of said screen were negative, although he ADMITS that his sample had a low creatinine level.

DOCTOR LOTHES further ADMITS that on September 7, 1999, he admitted himself to Shepherd Hill Hospital, a Board approved treatment provider, for a chemical dependency evaluation. DOCTOR LOTHES

further ADMITS that he told Shepherd Hill staff that he ordered the samples of Vicoprofen, that he took one to two tablets each week due to the pain in his shoulder which exacerbated at night, and that the rest was used by his wife who had degenerative disk disease. DOCTOR LOTHES also told the staff that from January of 1999 until August of 1999 he was using tribulus, a supplement which he purchased at a health food store. DOCTOR LOTHES further ADMITS that upon discharge from Shepherd Hill on September 10, 1999, he was told that he was diagnosed as chemically dependent and that he should enter treatment immediately. DOCTOR LOTHES further ADMITS that he told the staff he did not believe that he was chemically dependent and that he understood he had 48 hours to report to treatment or Shepherd Hill would report him to the Medical Board.

DOCTOR LOTHES further ADMITS that he contacted Harding Hospital, a Board approved treatment provider, on September 10, 1999, regarding a second opinion as to the chemical dependency diagnosis he received from Shepherd Hill Hospital. DOCTOR LOTHES further ADMITS that he gave his history to Harding Hospital staff on September 13, 1999, and told them he was using samples of Vicoprofen from his office to treat his shoulder pain and for his wife's back pain. DOCTOR LOTHES further ADMITS that he discussed his situation with Dr. Edna Jones of Harding Hospital on September 16, 1999, and that he told her that he took one Vicoprofen tablet every ten days to help him sleep due to the pain in his shoulder, that his wife was also taking the samples, and that he had been taking tribulus for nine months to a year but had recently stopped taking it due to a negative article in a magazine. DOCTOR LOTHES further ADMITS that on September 29, 1999, he told Dr. Jones that he was taking Vicoprofen at times "for the effect" even though he didn't have significant pain, but that his wife was taking most of the samples. DOCTOR LOTHES further ADMITS that on September 30, 1999, Dr. Jones told him that he was chemically dependent and that he needed treatment. Dr. Jones recommended treatment at the Cleveland Clinic Foundation ["CCF"].

DOCTOR LOTHES further ADMITS that he was admitted to Cleveland Clinic Foundation, a Board approved treatment provider, on October 4, 1999, and discharged on November 1, 1999, after 28 days of residential treatment. DOCTOR LOTHES further ADMITS that he told CCF staff that his primary care physician began giving him Vicoprofen samples in or about April of 1996 for the pain in his shoulder, that he took one Vicoprofen tablet every seven to ten days, and that in or about October 1998 he began taking the Vicoprofen for relief of stress secondary to the pain. The initial impression was opioid abuse (Vicoprofen) in full remission, but that diagnosis was deferred. DOCTOR LOTHES further ADMITS that on October 7, 1999, he stated in a group session that he abused tribulus

terrestris. DOCTOR LOTHES further ADMITS that Gregory B. Collins, M.D., of CCF, diagnosed him as being chemically dependent upon anabolics. Dr. Collins bases this decision upon DOCTOR LOTHES' admission that he was taking three to five times the recommended dosage of the tribulus, that said dosage resulted in him becoming hypersexed. Due to his wife's chronic painful back condition DOCTOR LOTHES was giving his wife Vicoprofen for her back pain and fatigue and to make sex less painful.

DOCTOR LOTHES further ADMITS that on or about November 12, 1999, he was charged with a violation of Section 2925.36(A), Ohio Revised Code, "Illegal Dispensing of Drug Samples," a misdemeanor, and that on or about December 27, 1999, the Court granted DOCTOR LOTHES' request for treatment in lieu of conviction. The acts underlying this conviction involve DOCTOR LOTHES' admission that he was taking Vicoprofen samples from his office for use by his wife.

DOCTOR LOTHES further ADMITS that on or about November 12, 1999, he entered into an advocacy contact with the Ohio Physicians Effectiveness Program, Inc. ["OPEP"], and in a letter dated January 13, 2000, Barron Farrier of OPEP indicated that DOCTOR LOTHES is in compliance with the advocacy contract.

DOCTOR LOTHES further STATES that he has not practiced medicine since September 3, 1999.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, ERIC WILLIAMS LOTHES, M.D., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following terms, conditions and limitations:

SUSPENSION OF CERTIFICATE

1. The certificate of DOCTOR LOTHES to practice medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time, but not less than six (6) months;

Sobriety

2. DOCTOR LOTHES shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of DOCTOR LOTHES' history of chemical dependency;

3. DOCTOR LOTHES shall abstain completely from the use of Tribulus Terrestris and any other anabolic steroid-like herbal preparations, and anabolic steroids.
4. DOCTOR LOTHES shall abstain completely from the use of alcohol;

Releases; Quarterly Declarations and Appearances

5. DOCTOR LOTHES 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 DOCTOR LOTHES' chemical dependency or related conditions, or for purposes of complying with the 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. DOCTOR LOTHES further agrees to provide the BOARD written consent permitting any treatment provider from whom he obtains treatment to notify the BOARD in the event he 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. DOCTOR LOTHES 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;
6. DOCTOR LOTHES 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 he 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 LOTHES written notification of scheduled appearances, it is DOCTOR LOTHES' responsibility to know when personal appearances will occur. If he does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, DOCTOR LOTHES shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

Drug & Alcohol Screens; Supervising Physician

7. DOCTOR LOTHES shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. In addition, one of the random urine screenings shall also include testing for the use of anabolic steroids and other like substances. DOCTOR LOTHES 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 LOTHES shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR LOTHES 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 DOCTOR LOTHES. 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 LOTHES 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 LOTHES must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR LOTHES

shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the 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 DOCTOR LOTHES' quarterly declaration. It is DOCTOR LOTHES' responsibility to ensure that reports are timely submitted;

CONDITIONS FOR REINSTATEMENT

8. The BOARD shall not consider reinstatement of DOCTOR LOTHES' certificate to practice medicine and surgery unless and until all of the following conditions are met:
 - a. DOCTOR LOTHES shall submit an application for reinstatement, accompanied by appropriate fees, if any;
 - b. DOCTOR LOTHES shall demonstrate to the satisfaction of the BOARD that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his 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 DOCTOR LOTHES has successfully completed any required inpatient treatment;
 - ii. Evidence of continuing full compliance with an aftercare contract or consent agreement;
 - iii. Two written reports indicating that DOCTOR LOTHES' ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. The reports shall be made by individuals or providers approved by the BOARD for making such assessments and shall describe the basis for this determination.
 - c. DOCTOR LOTHES shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the BOARD or, if the BOARD and DOCTOR LOTHES are unable to agree on the terms of a written CONSENT

AGREEMENT, then DOCTOR LOTHES 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 DOCTOR LOTHES' 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 and, upon termination of the consent agreement or Board Order, submission to the BOARD for at least two years of annual progress reports made under penalty of BOARD disciplinary action or criminal prosecution stating whether DOCTOR LOTHES has maintained sobriety.

9. In the event that DOCTOR LOTHES 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 DOCTOR LOTHES' fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

10. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR LOTHES 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 he currently holds any professional license. DOCTOR LOTHES 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 he applies for any professional license or reinstatement of any professional license. Further, DOCTOR LOTHES shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.
11. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR LOTHES shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, DOCTOR LOTHES shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to

provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he 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, DOCTOR LOTHES 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

DOCTOR LOTHES acknowledges that he 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 LOTHES 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.

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

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.

Eric W. Lothes, M.D.
ERIC WILLIAM LOTHES, M.D.

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

2/7/00
DATE

02/09/00
DATE

Eric Plinke / pm E. W. Lothes
ERIC J. PLINKE
Attorney for Dr. LOTHES

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

2/7/00
DATE

2/9/00
DATE

Anne B. Strait, Esq.
ANNE B. STRAIT, ESQ.
Assistant Attorney General

2/9/00
DATE