

**CONSENT AGREEMENT
BETWEEN
CAROL ELAINE LEWIS, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Lewis 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), 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 violation of Section 4731.22(B)(19), Ohio Revised Code, “[i]nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills;” and Section 4731.22(B)(26), Ohio Revised Code, 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 Sections 4731.22(B)(19) and (B)(26), Ohio Revised Code, as set forth in Paragraphs E through H 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. Lewis is seeking reinstatement of her certificate to practice medicine and surgery, license number 35.098281, which was granted, limited, and then immediately indefinitely suspended, pursuant to the Consent Agreement Between Carol Elaine Lewis, M.D. and the State Medical Board of Ohio [November 2011 Consent Agreement], effective November 9, 2011, a copy of which is attached hereto and incorporated herein.

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- D. Dr. Lewis states that she is not licensed to practice in any other state or jurisdiction.
- E. Dr. Lewis admits that on or about June 28, 2012, she submitted to the Board her application for reinstatement of her license to practice medicine and surgery, which was limited and suspended pursuant to the terms of the November 2011 Consent Agreement.

Dr. Lewis acknowledges that since she has not been engaged in the active practice of medicine and surgery since in or around December 2005, the Board required as a condition of reinstatement that she take and successfully pass the SPEX examination. Dr. Lewis admits and the Board acknowledges receipt of written documentation indicating that on or about July 8, 2012, Dr. Lewis took and successfully passed the SPEX examination with a score of 79.

Dr. Lewis states and the Board acknowledges that Nykolai Pidhorodeckyj, M.D., Medical Director of Glenbeigh, a Board approved treatment provider and Gregory Collins, M.D., a physician approved by the Board, have each provided written reports opining that Dr. Lewis' ability to practice medicine has been assessed and she has been found capable of practicing medicine and surgery according to acceptable and prevailing standards of care, so long as certain treatment and monitoring requirements are in place. Such treatment and monitoring requirements include continued participation in an alcohol and drug rehabilitation program, such as A.A. or Caduceus, random urine testing, and continued psychiatric treatment.

Furthermore, Dr. Lewis states and the Board acknowledges that Robert T. Segraves, M.D., a physician approved by the Board, and Richard Lightbody, M.D., a physician approved by the Board have conducted psychiatric evaluations on Dr. Lewis and have provided written reports opining that Dr. Lewis' ability to practice medicine has been assessed and that she has been found capable of practicing medicine and surgery according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place. Such treatment and monitoring conditions include, in addition to those noted above, continued psychiatric treatment which should include weekly appointments for psychotherapy.

Dr. Lewis states and the Board acknowledges receipt of information to support that Dr. Lewis 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 November 2011 Consent Agreement.

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. Lewis to practice medicine and

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surgery in the State of Ohio shall be REINSTATED, and Dr. Lewis knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

LIMITATION OF CERTIFICATE

1. Dr. Lewis' certificate to practice medicine and surgery in the state of Ohio shall be strictly limited to participation in a post-graduate training program or fellowship approved in advance by the Board. Dr. Lewis shall not engage in any other employment as a physician.

Dr. Lewis shall not request termination of the above limitation of her certificate unless and until such time that Dr. Lewis shall demonstrate to the satisfaction of the Board that she is capable of independently practicing medicine and surgery according to acceptable and prevailing standards of care. Such demonstration shall include, but shall not be limited to, written documentation acceptable to the Board verifying that Dr. Lewis has successfully completed an accredited post-graduate training program in conformance with the requirements set forth in this Consent Agreement, and written documentation acceptable to the Board from Dr. Lewis' post-graduate training program director indicating that Dr. Lewis is capable of independently practicing medicine and surgery according to acceptable and prevailing standards of care.

MONITORING PHYSICIAN

2. While Dr. Lewis participates in a post-graduate program accredited by the ACGME or AOA, the Board shall require a quarterly statement from a designated post-graduate monitor, who shall be either the director of Dr. Lewis' post-graduate program, or alternatively, the attending physician specifically designated by the post-graduate director as the person having responsibility to directly oversee Dr. Lewis' clinical rotations, addressing Dr. Lewis' performance (clinical and otherwise) in the post-graduate training program. Prior to commencing any post-graduate training program, Dr. Lewis shall so notify the Board by providing a writing, signed by both herself and her post-graduate monitor, specifically identifying the post-graduate program in which Dr. Lewis will be participating and indicating the post-graduate monitor's agreement to comply with the requirements set forth herein. Further, should her post-graduate monitor become unable or unwilling to serve, Dr. Lewis must immediately so notify the Board in writing and within thirty days make arrangements for a replacement post-graduate monitor acceptable to the Board. Furthermore, Dr. Lewis shall ensure that the previously designated post-graduate monitor also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

All reports required under this paragraph must be received in the Board's offices no later than the due date for Dr. Lewis' quarterly declaration, as set forth in Paragraph 4 below. It is Dr. Lewis's responsibility to ensure that reports are timely submitted.

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In such quarterly reports, the post-graduate monitor shall specifically report on whether Dr. Lewis' limited practice of medicine and surgery was within acceptable and prevailing standards of care, including observations of Dr. Lewis' current medical knowledge, her technique and skill, her delivery of patient care, her development of patient history and chief complaints, her performance of physical and mental examinations, her formulation of diagnosis including differential plan of treatment, her relations concerning interpersonal and communication skills, her documentation related to medical record keeping, her professionalism, her development of practice-based learning and improvement, and her application of systems-based practice.

In the event that the post-graduate monitor identifies deficits in Dr. Lewis' performance, the Secretary and Supervising Member will make a determination as to future action, which may include, inter alia, instituting formal disciplinary proceedings and/or entering into a subsequent agreement related to remedial action.

The Board expressly reserves the right to disapprove any person proposed to serve as Dr. Lewis' designated post-graduate monitor, or to withdraw approval of any person previously approved to serve as Dr. Lewis' post-graduate monitor, in the event that the Secretary and Supervising Member of the Board determine that any such post-graduate monitor has demonstrated a lack of cooperation in providing information to the Board or for any other reason. In the event that the Board disapproves of any post-graduate monitor proposed by Dr. Lewis or withdraws approval of a designated post-graduate monitor, Dr. Lewis shall, within thirty days after the Board disapproves or withdraws approval of any post-graduate monitor, submit the name and curriculum vitae of another post-graduate monitor for prior written approval by the Board.

Further, unless otherwise determined by the Board, after Dr. Lewis completes a post-graduate program accredited by the ACGME or AOA and before she engages in any independent medical practice as provided in this Consent Agreement, Dr. Lewis shall submit to the Board in writing 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. Lewis and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Lewis and her medical practice, and shall review Dr. Lewis'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. Lewis and her medical practice, and on the review of Dr. Lewis's patient charts. Dr. Lewis 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. Lewis's quarterly declaration.

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

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

GENERAL PROVISIONS

3. Dr. Lewis shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
4. Dr. Lewis 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 November 2011 Consent Agreement with the Board, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
5. Dr. Lewis 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 November 2011 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.
6. Dr. Lewis 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

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monitoring is otherwise being performed. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the probationary terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Lewis resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Lewis may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Lewis is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

7. In the event Dr. Lewis 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

Drug Associated Restrictions

8. Dr. Lewis shall keep a log of all controlled substances prescribed. Such log shall be submitted, in the format approved by the Board, on the date upon which Dr. Lewis's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Lewis shall make her patient records with regard to such prescribing available for review by an agent of the Board immediately upon request.
9. Dr. Lewis shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 10 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. Lewis to administer or personally furnish controlled substances, Dr. Lewis 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 and shall be submitted to the Board no later than the date upon which Dr. Lewis's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Lewis shall make her patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board immediately upon request.

Sobriety

10. Dr. Lewis shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to her by another so authorized by law who has full knowledge of Dr. Lewis's history of chemical dependency and psychiatric diagnoses. Further, in the event that Dr. Lewis is so prescribed, dispensed or administered any controlled substance, carisoprodol, or

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tramadol, Dr. Lewis shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Lewis received; the medical purpose for which she received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to her, Dr. Lewis shall provide the Board with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.

11. Dr. Lewis shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Drug Testing Facility and Collection Site

12. Dr. Lewis shall submit to random urine screenings for drugs and alcohol at least two times per month, or as otherwise directed by the Board. Dr. Lewis 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, and shall include Dr. Lewis's drug(s) of choice.

Dr. Lewis shall abstain from the use of any substance and the consumption of poppy seeds or any other food or liquid that may produce a low level positive result in a toxicology screen. Dr. Lewis acknowledges that she understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site pursuant to the global contract between said facility and the Board, that provides for the Board to maintain ultimate control over the urine screening process and to preserve the confidentiality of all positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code, and the screening process shall require a daily call-in procedure. Further, in the event that the Board exercises its discretion, as provided in Paragraph 13 below, to approve urine screenings to be conducted at an alternative drug testing facility and/or collection site or a supervising physician, such approval shall be expressly contingent upon the Board retaining ultimate control over the urine screening process in a manner that preserves the aforementioned confidentiality of all positive screening results.

Dr. Lewis shall submit, at her expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Lewis shall be negative, except for those substances prescribed, administered, or dispensed to her in

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conformance with the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day she is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

Further, within thirty days of the effective date of this Consent Agreement, Dr. Lewis shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug testing facility and/or collection site in order to facilitate the urine screening process in the manner required by this Consent Agreement. Further, Dr. Lewis shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Lewis and the Board-approved drug testing facility and/or collection site. Dr. Lewis's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Consent Agreement. However, Dr. Lewis and the Board further agree that in the event Dr. Lewis previously entered into the aforementioned financial and contractual agreements pursuant to the requirements of a prior consent agreement with the Board under which Dr. Lewis is currently participating in an ongoing urine screening process, then this requirement shall be waived under the instant consent agreement.

Dr. Lewis shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; 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, Dr. Lewis and the Board-approved drug testing facility and collection site shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Lewis shall ensure that the Board-approved drug testing facility and/or collection site provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.

In the event that the Board-approved drug testing facility and/or collection site becomes unable or unwilling to serve as required by this Consent Agreement, Dr. Lewis must immediately notify the Board in writing, and make arrangements acceptable to the Board pursuant to Paragraph 13 below, as soon as practicable. Dr. Lewis shall further ensure that the Board-approved drug testing facility and/or collection site also notifies the Board directly of its inability to continue to serve and the reasons therefore.

Dr. Lewis acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the

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Secretary and Supervising Member of the Board determine that the drug testing facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

13. Dr. Lewis and the Board agree that it is the intent of this Consent Agreement that Dr. Lewis shall submit her urine specimens to the Board-approved drug testing facility and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Lewis, as determined in the sole discretion of the Board, then subject to the following requirements, the Board may approve an alternate drug testing facility and/or collection site, or a supervising physician, to facilitate the urine screening process for Dr. Lewis:
 - a. Within thirty days of the date upon which Dr. Lewis is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Lewis, she shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Lewis shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Lewis's residence or employment location, or to a physician who practices in the same locale as Dr. Lewis. Dr. Lewis shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; 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, Dr. Lewis acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.
 - b. Dr. Lewis shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.
 - c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Lewis must immediately notify the Board in writing. Dr. Lewis shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to

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ensure that there will be no interruption in her urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Lewis shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Lewis.

- d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Lewis's designated alternate drug testing facility and/or collection site, or any person proposed to serve as her supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.
 - e. In the event that the Board approved an alternate drug testing facility and/or collection site, or a supervising physician, pursuant to the November 2011 Consent Agreement between Dr. Lewis and the Board, Dr. Lewis and the Board agree that the entity, facility or person previously approved by the Board to so serve pursuant to the November 2011 Consent Agreement is hereby approved to continue as Dr. Lewis's designated alternate drug testing facility and collection site or as her supervising physician under this Consent Agreement.
14. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Lewis's quarterly declaration. It is Dr. Lewis's responsibility to ensure that reports are timely submitted.
 15. The Board retains the right to require, and Dr. Lewis agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Lewis, or for any other purpose, at Dr. Lewis's expense upon the Board's request and without prior notice. Dr. Lewis's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

Rehabilitation Program

16. Dr. Lewis shall 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.

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Dr. Lewis shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Lewis's quarterly declarations.

Psychiatric Treatment and Individual Psychotherapy

17. Dr. Lewis and the Board agree that the individuals previously approved by the Board to serve as Dr. Lewis' treating psychiatrist and treating licensed mental health professional pursuant to the November 2011 Consent Agreement are hereby approved to continue as Dr. Lewis' designated treating psychiatrist and designated treating licensed mental health professional under this Consent Agreement, unless within thirty days of the effective date of this Consent Agreement, Dr. Lewis shall submit to the Board for its prior approval the name and qualifications of an alternative psychiatrist and/or licensed mental health professional of her choice. Dr. Lewis shall undergo and continue psychiatric treatment, including individual psychotherapy, at least once every week, or as otherwise directed by the Board. Dr. Lewis shall comply with her psychiatric treatment plan, including taking medications as prescribed and/or ordered. Dr. Lewis 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. Lewis' current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Lewis' compliance with her treatment plan; Dr. Lewis' mental status; Dr. Lewis' progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Lewis 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. Lewis is unable to practice due to her psychiatric disorder. It is Dr. Lewis' responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Lewis' quarterly declaration.

The psychotherapy required as part of Dr. Lewis' psychiatric treatment pursuant to this paragraph may be delegated by Dr. Lewis' treating psychiatrist to an appropriately licensed mental health professional approved in advance by the Board, so long as Dr. Lewis' treating psychiatrist oversees/supervises such psychotherapy; includes information concerning Dr. Lewis' participation and progress in psychotherapy in his or her quarterly reports; and continues to meet personally with Dr. Lewis at least once a month. Should the psychotherapy required pursuant to this provision be delegated to a licensed mental health professional, Dr. Lewis shall ensure that psychotherapy reports are forwarded by her treating licensed mental health professional to the Board on a quarterly basis, or as otherwise directed by the Board. The psychotherapy reports shall contain information describing Dr. Lewis' current treatment plan and any changes that have been made to the treatment plan since the

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prior report; Dr. Lewis' compliance with her treatment plan; Dr. Lewis' mental status; Dr. Lewis' progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Lewis shall ensure that her treating licensed mental health professional immediately notifies the Board of her failure to comply with her psychotherapy treatment plan and/or any determination that Dr. Lewis is unable to practice due to her psychiatric disorder. These psychotherapy reports shall be in addition to the reports submitted by Dr. Lewis' treating psychiatrist. It is Dr. Lewis' responsibility to ensure that all quarterly reports are received in the Board's offices no later than the due date for Dr. Lewis' quarterly declaration.

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

The Board expressly reserves the right to disapprove any psychiatrist proposed to serve as Dr. Lewis' designated treating psychiatrist and/or any licensed mental health professional proposed to serve as Dr. Lewis' designated treating licensed mental health professional, or to withdraw approval of any such psychiatrist or licensed mental health professional previously approved to serve as Dr. Lewis' designated treating psychiatrist or licensed mental health professional, in the event that the Secretary and Supervising Member of the Board determine that any such psychiatrist or licensed mental health professional has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

Releases

18. Dr. Lewis 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. Lewis' chemical dependency, psychiatric condition, and/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. To the extent permitted by law, 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. Lewis further agrees to provide the Board written consent permitting any treatment provider from whom she obtains treatment

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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.

Required Reporting by Licensee

19. Within thirty days of the effective date of this Consent Agreement, Dr. Lewis shall provide a copy of this Consent Agreement to all employers or entities with which she is under contract to provide health care services (including but not limited to third party payors) or is receiving training, and the Chief of Staff at each hospital where she has privileges or appointments. Further, Dr. Lewis shall promptly 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. In the event that Dr. Lewis provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Lewis shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Lewis shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

20. Within thirty days of the effective date of this Consent Agreement, Dr. Lewis shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which she currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which she currently holds any license or certificate. Dr. Lewis further agrees to provide a copy of this Consent Agreement 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. Lewis shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original

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facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

21. Dr. Lewis shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Lewis chemical dependency and/or psychiatric evaluation, treatment, or monitoring. Further, Dr. Lewis shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
22. Dr. Lewis shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Lewis 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. Lewis has violated any term, condition or limitation of this Consent Agreement, Dr. Lewis 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.

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DURATION/MODIFICATION OF TERMS

Dr. Lewis shall not request termination of this Consent Agreement and/or modification of the Limitation of Certificate provision contained herein until such time that Dr. Lewis shall demonstrate to the satisfaction of the Board that she is capable of independently practicing medicine and surgery according to acceptable and prevailing standards of care as set forth in this Consent Agreement. In addition, Dr. Lewis shall not request modification to the other terms, limitations, and conditions contained herein for at least one year, except that Dr. Lewis may make such request with the mutual approval and joint recommendation of the Secretary and Supervising Member. Otherwise, with the exception of the Limitation of Certificate provision specified in Paragraph I above, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties. Further, any and all subsequent renewals of Dr. Lewis' certificate to practice medicine and surgery that may be granted by the Board to Dr. Lewis in the future shall be subject to the same probationary terms, conditions and limitations unless otherwise determined by the Board.

In the event that the Board initiates future formal proceedings against Dr. Lewis, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

In the event that any term, limitation, or condition contained in this Consent Agreement is determined to be invalid by a court of competent jurisdiction, Dr. Lewis and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Lewis 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. Lewis 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. Lewis 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.

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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.



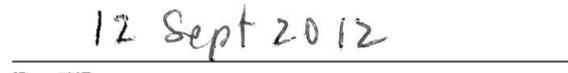
CAROL ELAINE LEWIS, M.D.



J. CRAIG STRAFFORD, M.D., M.P.H.
Secretary



DATE



DATE



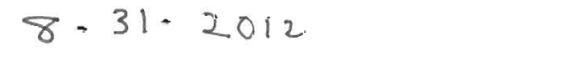
MARK A. BECHTEL, M.D.
Supervising Member



DATE



SHELDON SAFKO
Enforcement Attorney



DATE

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**CONSENT AGREEMENT
BETWEEN
CAROL ELAINE LEWIS, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Lewis 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), 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 violation of Section 4731.22(B)(19), Ohio Revised Code, “[i]nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills;” and Section 4731.22(B)(26), Ohio Revised Code, 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 Sections 4731.22(B)(19) and (B)(26), Ohio Revised Code, as set forth in Paragraphs E through H 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. Lewis previously held a license to practice medicine and surgery in the State of Ohio, License number 35.061461, which was revoked by the Board on or about December 14, 2005, as set forth in Paragraph E below. Thereafter, on or about October 18, 2010, Dr. Lewis caused to be submitted to the Board an Application for Physician Licensure, which remains pending.
- D. Dr. Lewis states that she is not licensed to practice in any other state or jurisdiction.

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- E. Dr. Lewis admits that she has a disciplinary history with the Board, which prior to the December 2005 revocation of her certificate, includes a Step I Consent Agreement effective on or about August 14, 2002, that indefinitely suspended her certificate to practice medicine and surgery for at least 180 days, based upon her violations of Sections 4731.22(B)(5), (10) and (26), Ohio Revised Code, relating to her history of chemical dependence and psychiatric treatment dating back to about 1983, including multiple hospitalizations for depression and suicidal ideation.

Dr. Lewis admits such certificate to practice medicine and surgery was subsequently reinstated on or about July 9, 2003, pursuant to the terms of a Step II Consent Agreement, wherein Dr. Lewis agreed to completely abstain from the use of alcohol. Despite this prohibition, and while still under the terms of the Step II Consent Agreement, a urine specimen Dr. Lewis submitted on or about July 23, 2005, tested positive for the presence of alcohol. Accordingly, the Board summarily suspended her certificate to practice medicine and surgery on or about September 14, 2005. Dr. Lewis did not request a hearing and the Board subsequently revoked Dr. Lewis' certificate to practice medicine and surgery in Ohio on or about December 14, 2005.

- F. Dr. Lewis further admits that from in or about January 2006 through May 2007, she has been hospitalized relating to psychiatric issues, including six hospitalizations after the December 2005 revocation of her certificate. Dr. Lewis admits that she has previously been diagnosed with Alcohol Dependency, for which she has received treatment. Dr. Lewis further admits to having been diagnosed in the past with Major Depressive Disorder; Bipolar Disorder, Type II; and Borderline Personality Disorder, Severe. Dr. Lewis admits that she currently continues treatment for these mental health conditions.
- G. Furthermore, Dr. Lewis admits that on or about August 2, 2011, she submitted to a Board-ordered psychiatric evaluation by Stephen Noffsinger, M.D., related to her pending application to seek relicensure to practice medicine and surgery in Ohio. As a result, Dr. Noffsinger provided a report to the Board in which he opined to a reasonable degree of medical certainty that Dr. Lewis has the diagnoses of Bipolar II Disorder in Remission, and Alcohol Dependence in Sustained Full Remission (for several years) and that Dr. Lewis is presently capable of practicing medicine according to acceptable and prevailing standards of care contingent upon certain treatment and monitoring conditions. Such requirements include undertaking psychiatric treatment at least once every three weeks and complying with all medications prescribed by her psychiatrist; continuing psychotherapy treatment at least once per week; maintaining sobriety from alcohol, illicit substances, and misuse of prescription drugs; participating in an alcohol and drug rehabilitation program, such as A.A. or Caduceus; and submitting to random toxicology testing.
- H. Dr. Lewis admits that she has not been engaged in the active practice of medicine or surgery since the date her prior certificate was revoked by the Board on or about December 14, 2005. Dr. Lewis further states that she is seeking relicensure in order to pursue additional post-graduate training.

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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. Lewis shall be GRANTED a certificate to practice medicine and surgery in the State of Ohio, provided she otherwise meets all statutory and regulatory requirements, and upon receipt of all necessary and appropriate documentation; such certificate shall be immediately SUSPENDED for an indefinite period of time. Further, Dr. Lewis knowingly and voluntarily agrees with the Board that said certificate to practice medicine and surgery shall be subject to the following terms, conditions and limitations:

LIMITATION OF CERTIFICATE

1. The certificate of Dr. Lewis to practice medicine and surgery in the State of Ohio shall be strictly limited to participation in a post-graduate training program or fellowship approved in advance by the Board. Dr. Lewis shall not engage in any other employment as a physician.

PROBATIONARY TERMS, LIMITATIONS, AND CONDITIONS

Obey all Laws

2. Dr. Lewis shall obey all federal, state, and local laws.

Sobriety

3. Dr. Lewis shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to her by another so authorized by law who has full knowledge of Dr. Lewis' history of chemical dependency and psychiatric diagnoses and treatment. Further, in the event that Dr. Lewis is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Lewis shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Lewis received; the medical purpose for which she received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to her, Dr. Lewis shall provide the Board with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.
4. Dr. Lewis shall abstain completely from the use of alcohol.

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Absences from Ohio

5. Dr. Lewis 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. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the monitoring terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Lewis resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Lewis may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Lewis is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

Releases; Quarterly Declarations and Appearances

6. Dr. Lewis 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. Lewis' mental health, 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. To the extent permitted by law, 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. Lewis 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.
7. Dr. Lewis 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, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
8. Dr. Lewis 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

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for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.

Drug & Alcohol Screens; Drug Testing Facility and Collection Site

9. Dr. Lewis shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Lewis 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, and shall include Dr. Lewis' drug(s) of choice.

Dr. Lewis shall abstain from the use of any substance and the consumption of poppy seeds or any other food or liquid that may produce a low level positive result in a toxicology screen. Dr. Lewis acknowledges that she understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site pursuant to the global contract between said facility and the Board, that provides for the Board to maintain ultimate control over the urine screening process and to preserve the confidentiality of all positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code, and the screening process shall require a daily call-in procedure. Further, in the event that the Board exercises its discretion, as provided in Paragraph 10 below, to approve urine screenings to be conducted at an alternative drug testing facility and/or collection site or a supervising physician, such approval shall be expressly contingent upon the Board retaining ultimate control over the urine screening process in a manner that preserves the aforementioned confidentiality of all positive screening results.

Dr. Lewis shall submit, at her expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Lewis shall be negative, except for those substances prescribed, administered, or dispensed to her in conformance with the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day she is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

Further, within thirty days of the effective date of this Consent Agreement, Dr. Lewis shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug testing facility and/or collection site in order to facilitate the urine screening process in the manner required by this Consent Agreement. Further, Dr. Lewis shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Lewis and the

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Board-approved drug testing facility and/or collection site. Dr. Lewis' failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Consent Agreement.

Dr. Lewis shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; 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, Dr. Lewis and the Board-approved drug testing facility and collection site shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Lewis shall ensure that the Board-approved drug testing facility and/or collection site provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.

In the event that the Board-approved drug testing facility and/or collection site becomes unable or unwilling to serve as required by this Consent Agreement, Dr. Lewis must immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph 10 below, as soon as practicable. Dr. Lewis shall further ensure that the Board-approved drug testing facility and/or collection site also notifies the Board directly of its inability to continue to serve and the reasons therefore.

Dr. Lewis acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the Secretary and Supervising Member of the Board determine that the drug testing facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

10. Dr. Lewis and the Board agree that it is the intent of this Consent Agreement that Dr. Lewis shall submit her urine specimens to the Board-approved drug testing facility and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Lewis, as determined in the sole discretion of the Board, then subject to the following requirements, the Board may approve an alternate drug testing facility and/or collection site, or a supervising physician, to facilitate the urine screening process for Dr. Lewis:
 - a. Within thirty days of the date upon which Dr. Lewis is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Lewis, she shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed

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supervising physician, to whom Dr. Lewis shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Lewis' residence or employment location, or to a physician who practices in the same locale as Dr. Lewis. Dr. Lewis shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; 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, Dr. Lewis acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

- b. Dr. Lewis shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.
 - c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Lewis must immediately notify the Board in writing. Dr. Lewis shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in her urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Lewis shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Lewis.
 - d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Lewis' designated alternate drug testing facility and/or collection site, or any person proposed to serve as her supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.
11. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Lewis' quarterly declaration. It is Dr. Lewis' responsibility to ensure that reports are timely submitted.

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12. The Board retains the right to require, and Dr. Lewis agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Lewis, or for any other purpose, at Dr. Lewis' expense upon the Board's request and without prior notice. Dr. Lewis' refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

Rehabilitation Program

13. Within thirty days of the effective date of this Consent Agreement, Dr. Lewis 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. Lewis shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Lewis' quarterly declarations.

Psychiatric Treatment and Individual Psychotherapy

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

The psychotherapy required as part of Dr. Lewis' psychiatric treatment pursuant to this paragraph may be delegated by Dr. Lewis' treating psychiatrist to an appropriately licensed mental health professional approved in advance by the Board, so long as Dr.

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Lewis' treating psychiatrist oversees/supervises such psychotherapy; includes information concerning Dr. Lewis' participation and progress in psychotherapy in his or her quarterly reports; and continues to meet personally with Dr. Lewis at least once every three weeks. Should the psychotherapy required pursuant to this provision be delegated to a licensed mental health professional, Dr. Lewis shall ensure that psychotherapy reports are forwarded by her treating licensed mental health professional to the Board on a quarterly basis, or as otherwise directed by the Board. The psychotherapy reports shall contain information describing Dr. Lewis' current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Lewis' compliance with her treatment plan; Dr. Lewis' mental status; Dr. Lewis' progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Lewis shall ensure that his treating licensed mental health professional immediately notifies the Board of her failure to comply with her psychotherapy treatment plan and/or any determination that Dr. Lewis is unable to practice due to her psychiatric disorder. These psychotherapy reports shall be in addition to the reports submitted by Dr. Lewis' treating psychiatrist. It is Dr. Lewis' responsibility to ensure that all quarterly reports are received in the Board's offices no later than the due date for Dr. Lewis' quarterly declaration.

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

The Board expressly reserves the right to disapprove any psychiatrist proposed to serve as Dr. Lewis' designated treating psychiatrist and/or any licensed mental health professional proposed to serve as Dr. Lewis' designated treating licensed mental health professional, or to withdraw approval of any such psychiatrist or licensed mental health professional previously approved to serve as Dr. Lewis' designated treating psychiatrist or licensed mental health professional, in the event that the Secretary and Supervising Member of the Board determine that any such psychiatrist or licensed mental health professional has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

Releases

15. Dr. Lewis shall provide authorization, through appropriate written consent forms, for disclosure of all evaluative reports, summaries, and records, of whatever nature, by any

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and all parties that provide treatment or evaluation for Dr. Lewis' chemical dependency, mental health, 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. To the extent permitted by law, 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. Lewis 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. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.

CONDITIONS FOR REINSTATEMENT

16. The Board shall not consider reinstatement or restoration of Dr. Lewis' certificate to practice medicine and surgery until all of the following conditions are met:
 - a. Dr. Lewis shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
 - b. Dr. Lewis 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. Evidence of continuing full compliance with this Consent Agreement.
 - ii. Four written reports indicating that Dr. Lewis' 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 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. Lewis. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Lewis 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. Lewis, and any conditions, restrictions, or limitations that should be imposed on Dr. Lewis' practice. The reports shall also describe the basis for the evaluator's determinations.

Two reports shall be made by psychiatrists who have been approved in advance by the Board. Further, the two aforementioned psychiatrists shall not

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be affiliated with the same treatment provider or medical group practice. One report shall be made by a psychiatrist other than Dr. Lewis' treating psychiatrist approved pursuant to Paragraph 14 of this Consent Agreement, approved in advance by the Board, who shall conduct a psychiatric examination of Dr. Lewis. One report shall be made by Dr. Lewis' approved treating psychiatrist pursuant to this Consent Agreement, unless otherwise directed by the Board. Prior to the examinations, Dr. Lewis shall provide the each 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 each psychiatrist shall include the psychiatrist's diagnoses and conclusions; any recommendations for care, counseling, and treatment for the psychiatric diagnoses; any conditions, restrictions, or limitations that should be imposed on Dr. Lewis' 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 or restoration. Further, at the discretion of the Secretary and Supervising Member of the Board, the Board may request an updated assessment and report if the Secretary and Supervising Member determine that such updated assessment and report is warranted for any reason.

- iii. SPEX: Within the three months immediately preceding any application for reinstatement or restoration, Dr. Lewis shall take and successfully pass the SPEX examination or any similar written examination which the Board may deem appropriate to assess Dr. Lewis' current clinical competency.
 - iv. In the event that the Board initiates future formal proceedings against Dr. Lewis, including but not limited to issuance of a Notice of Opportunity for Hearing, Dr. Lewis shall be ineligible for reinstatement until such proceedings are fully resolved by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.
- c. Dr. Lewis shall enter into a written consent agreement (which shall continue to limit her certificate as set forth in Paragraph 1 of this Consent Agreement unless determined otherwise by the Board) including probationary terms, conditions and limitations as determined by the Board within 180 days of the date upon which all the above-specified conditions for reinstatement or restoration have been completed or, if the Board and Dr. Lewis are unable to agree on the terms of a written Consent Agreement, then Dr. Lewis 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. The Board shall provide notice to Dr. Lewis that said hearing has been scheduled, advising Dr. Lewis of her hearing rights, and stating the date, time, and location of the hearing at which the

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Board will present its evidence, after which the Board will make a determination of the matter by Board Order.

Further, upon reinstatement of Dr. Lewis' 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. Lewis 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. Lewis has maintained sobriety.

REQUIRED REPORTING BY LICENSEE

17. Within thirty days of the effective date of this Consent Agreement, Dr. Lewis shall provide a copy of this Consent Agreement to all employers or entities with which she is under contract to provide health care services (including but not limited to third party payors) or is receiving training; and the Chief of Staff at each hospital where she has privileges or appointments. Further, Dr. Lewis shall promptly 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. In the event that Dr. Lewis provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Lewis shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Lewis shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
18. Within thirty days of the effective date of this Consent Agreement, Dr. Lewis shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which she currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which she currently holds any license or certificate. Dr. Lewis further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing

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authority of any state in which she applies for any professional license or reinstatement of any professional license. Further, Dr. Lewis shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

19. Dr. Lewis shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Lewis mental health and/or chemical dependency evaluation, treatment, or monitoring. Further, Dr. Lewis shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
20. Dr. Lewis shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

DURATION/MODIFICATION OF TERMS

The Limitation of Certificate set forth in Paragraph 1 of this Consent Agreement shall not be modified or terminated during the duration of the instant Consent Agreement. Otherwise, the above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties. In the event that the Board initiates future formal proceedings against Dr. Lewis, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

In the event that any term, limitation, or condition contained in this Consent Agreement is determined to be invalid by a court of competent jurisdiction, Dr. Lewis and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

MEDICAL BOARD
OCT 7 2011

FAILURE TO COMPLY

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

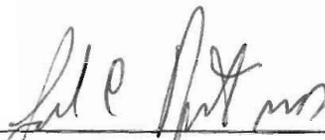
Carol Elaine Lewis, MD
CAROL ELAINE LEWIS, M.D.

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

October 6, 2011
DATE

Nov. 9, 2011
DATE

MEDICAL BOARD
OCT 7 2011



JACK C. AMATO, M.D.
Supervising Member

11-9-11

DATE



SHELDON SAFKO
Enforcement Attorney

11-03-2011

DATE

MEDICAL BOARD
OCT 7 2011

TERMINATION NO. 7
BY: YB 4-11-06

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

89372115

Carol E. Lewis, M.D.

Plaintiff

-vs-

The Ohio State Medical Board

Defendant.

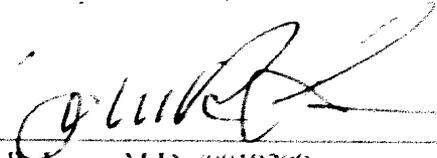
Case No. Case No. 05 CV 014601

Judge Bender

**NOTICE OF DIMISSAL 41(A)
WITH PREJUDICE**

Now comes plaintiff, Carol E. Lewis, M.D., by and through counsel, and hereby dismisses the within action, with prejudice, pursuant to O.R.C. Section 41(a).

Respectfully submitted,


John R. Irwin, M.D. (0019209)
John R. Irwin, M.D. Co., L.P.A.
8401 Chagrin Road, Suite 19
Chagrin Falls, Ohio 44023
(440) 543 5001
(440) 543 5005 facsimile

Counsel for respondent,
Carol E. Lewis, M.D.

FILED
COMMON PLEAS COURT
FRANKLIN COUNTY, OHIO

2006 APR 14 AM 9:51

CLERK OF COURTS

STATE MEDICAL BOARD
OF OHIO

2005 JAN 25 P 1:11 IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

B6809A02

In the matter of:)
)
Carol E. Lewis, M.D.)
3203 Sycamore Rd UP)
Cleveland Heights, OH.)
44118)

Case No. 05 CVF 12 14601

Judge

NOTICE OF APPEAL FROM ORDER OF THE STATE MEDICAL BOARD OF OHIO

Now comes Carol E. Lewis, M.D., by and through counsel, and hereby gives her Notice of Appeal of the December 14, 2005 Order of the State Medical Board of Ohio. Said Order of the State Medical Board of Ohio revokes Dr. Carol E. Lewis's right to practice medicine and surgery in the State of Ohio. Said Order contains various other matters. A copy of said Order is annexed to the Notice of Appeal that has been this day filed with the State Medical Board of Ohio. A copy of said Notice of Appeal from the Order of the State Medical Board of Ohio, which contains a copy of the State Medical Board's Entry of Order that is being appealed is annexed hereto and labeled Exhibit "1" and made a part hereof as if fully rewritten herein.

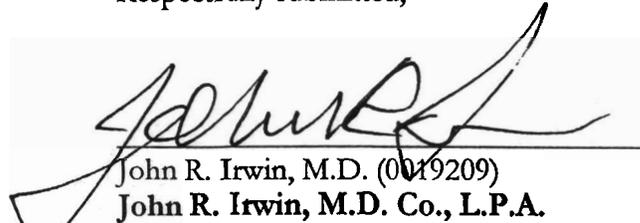
FILED
COMMON PLEAS COURT
FRANKLIN CO. OHIO
DEC 29 PM 2:50
CLERK OF COURTS - CV

Appellant, Carol E. Lewis, M.D. appeals the State Medical Board Entry of Order dated December 14, 2005 for the reason that the State Medical Board's order is not supported by reliable, probative and substantial evidence and therefore is not in accordance with the law.

Further, Dr. Lewis appeals on the grounds that the Notice of Summary Suspension and Opportunity for Hearing, dated September 14, 2005, referenced in said Order of December 14, 2005 was improperly served upon Dr. Lewis and was therefore defective and not in compliance with Ohio Revised Code section 119.12.

B6809A04

Respectfully submitted,



John R. Irwin, M.D. (0019209)

John R. Irwin, M.D. Co., L.P.A.

8401 Chagrin Road, Suite 19

Chagrin Falls, Ohio 44023

(440) 543-5001

(440) 543-5005 facsimile

Counsel for respondent,

Carol E. Lewis, M.D.

STATE MEDICAL BOARD
OF OHIO
2006 JAN 25 P 1:11

CERTIFICATE OF SERVICE

B6809A05

I hereby certify that a copy of the foregoing was served by hand delivery upon the State Medical Board and by Regular U.S. Mail on ~~Wednesday~~, December ~~28~~, 2005 addressed to the following:
Thursday *29th*

Rebecca Albers, Esq.
Office of the Ohio Attorney General
Senior Assistant Attorney General
Health and Human Services Section
30 East Broad Street, 26th Floor
Columbus, OH 43215-3400
(614) 466-6090

And

Ms. Barbara A. Jacobs
Public Services Administrator
The State Medical Board of Ohio
77 South High Street, 17th Floor
Columbus, OH 43215-6127
(614) 728-5946

STATE MEDICAL BOARD
OF OHIO
2006 JAN 25 P 1:11


John R. Irwin, M.D. (0019209)
Counsel for respondent,
Carol E. Lewis, M.D.



State Medical Board of Ohio

77 S. High St., 17th Floor • Columbus, OH 43215-6127 • (614) 466-3934 • Website: www.med.ohio.gov

December 14, 2005

Carol E. Lewis, M.D.
3203 Sycamore Road UP
Cleveland Heights, OH 44118

Dear Doctor Lewis:

Please find enclosed a certified copy of the Findings, Order and Journal Entry approved and confirmed by the State Medical Board meeting in regular session on December 14, 2005.

Section 119.12, Ohio Revised Code, may authorize an appeal from this Order. Such an appeal must be taken to the Franklin County Court of Common Pleas.

Such an appeal setting forth the Order appealed from and the grounds of the appeal must be commenced by the filing of an original Notice of Appeal with the State Medical Board of Ohio and a copy with the Franklin County Court of Common Pleas. Any such appeal must be filed within fifteen (15) days after the mailing of this notice and in accordance with the requirements of Section 119.12 of the Ohio Revised Code.

Very truly yours,

Lance A. Talmage, M.D.
Secretary

LAT:jam
Enclosures

CERTIFIED MAIL NO. 7003 0500 0002 4334 0001
RETURN RECEIPT REQUESTED

Cc: Barry T. Doyle, Esq.
CERTIFIED MAIL NO. 7003 0500 0002 4333 9470
RETURN RECEIPT REQUESTED

*Mailed 12-15-05
Second mailing 1-13-06*

In the matter of Carol E. Lewis, M.D.
Page 2

Second mailing: CERTIFIED MAIL NO. 7003 0500 0002 4329 7626
RETURN RECEIPT REQUESTED

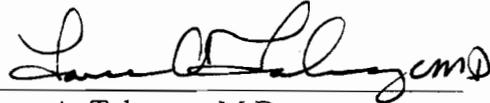
Cc: Barry T. Doyle, Esq.
CERTIFIED MAIL NO. 7003 0500 0002 4329 7602
RETURN RECEIPT REQUESTED

John R. Irwin, M.D., J.D.
CERTIFIED MAIL NO. 7003 0500 0002 4329 7619
RETURN RECEIPT REQUESTED

CERTIFICATION

I hereby certify that the attached copy of the Findings, Order and Journal Entry approved by the State Medical Board, meeting in regular session on December 14, 2005, constitutes a true and complete copy of the Findings, Order and Journal Entry in the matter of Carol E. Lewis, M.D., as it appears in the Journal of the State Medical Board of Ohio.

This Certification is made by the authority of the State Medical Board of Ohio in its behalf.



Lance A. Talmage, M.D.
Secretary

(SEAL)

December 14, 2005

Date

BEFORE THE STATE MEDICAL BOARD OF OHIO

IN THE MATTER OF :
:
CAROL E. LEWIS, M.D. :

FINDINGS, ORDER AND JOURNAL ENTRY

This matter came on for consideration before the State Medical Board of Ohio on December 14, 2005, pursuant to a Notice of Summary Suspension and Opportunity for Hearing issued to Carol E. Lewis, M.D., on September 14, 2005. No request for hearing having been received within the statutorily mandated time period, Hearing Examiner Patricia A. Davidson, Esq., on behalf of the Board, reviewed and summarized evidence supporting the Notice, and prepared Proposed Findings and a Proposed Order.

WHEREFORE, having reviewed Ms. Davidson's Proposed Findings and Proposed Order, which is attached hereto and incorporated herein, the Board hereby finds that there is reliable, probative and substantial evidence to support the allegations as set forth in the September 14, 2005, Notice of Summary Suspension and Opportunity for Hearing.

Accordingly, it is hereby ORDERED that:

The certificate of Carol E. Lewis, M.D., to practice medicine and surgery in the State of Ohio shall be REVOKED.

This Order shall become effective immediately upon the mailing of notification of approval by the Board.


Lance A. Talmage, M.D.
Secretary

(SEAL)

December 14, 2005
Date

**PROPOSED FINDINGS AND PROPOSED ORDER
IN THE MATTER OF CAROL E. LEWIS, M.D.**

The Matter of Carol E. Lewis, M.D., was reviewed by Patricia A. Davidson, Hearing Examiner for the State Medical Board of Ohio.

INTRODUCTION

Basis for the Review

- A. By letter dated September 14, 2005, the State Medical Board of Ohio [Board] notified Carol E. Lewis, M.D., that the Board had adopted an order summarily suspending her certificate to practice medicine and surgery in Ohio. The Board advised Dr. Lewis that continued practice of medicine and surgery would be considered practicing without a certificate in violation of Ohio Revised Code 4731.41. Further, the Board notified Dr. Lewis that it intended to consider disciplinary action against her certificate based on allegations that she suffered from an impairment of her ability to practice within the meaning of Ohio Revised Code 4731.22(B)(26) and had violated her Step II Consent Agreement of July 2003. Accordingly, the Board notified Dr. Lewis that she was entitled to a hearing if she requested one in writing within thirty days of the notice's mailing. (Exhibit 4)
- B. The notice of opportunity for hearing was mailed to Dr. Lewis via certified mail on September 15, 2005, return receipt requested, to her most recent address of record. In addition, a copy of the notice of opportunity for hearing was sent to Dr. Lewis's attorney of record, Barry Doyle, Esq. Signed receipts show delivery to Dr. Lewis and to Mr. Doyle's office. (Exhibits 4-5)
- C. Neither Dr. Lewis nor a representative submitted a written request for hearing within thirty days of the notice's mailing. (Exhibit 1)

EVIDENCE EXAMINED

- A. Exhibit 1: October 19, 2005, Memorandum from Barbara A. Jacobs, Public Services Administrator, to Gregory Porter, Chief Hearing Officer.
- B. Exhibit 2: Certified copy of the 2002 Step I Consent Agreement between Dr. Lewis and the Board.

- C. Exhibit 3: Certified copy of the 2003 Step II Consent Agreement between Dr. Lewis and the Board.
- D. Exhibit 4: Certified copies of Order of Summary Suspension, Notice of Summary Suspension and Opportunity for Hearing, Excerpt from Draft Minutes of Board Meeting of September 14, 2005, cover letter dated September 14, 2005, and certified mail receipts.
- E. Exhibit 5: Affidavit of Debra L. Jones, Continuing Medical Education and Renewal Officer for the Board, attesting to the last known address of record of Dr. Lewis.
- F. Exhibit 6: Affidavit of Danielle C. Bickers, Compliance Officer for the Board.
- G. Exhibit 7: Affidavit of Rebecca J. Marshall, Chief Enforcement Attorney for the Board (with copy of urinalysis result for Dr. Lewis showing positive result for alcohol).

SUMMARY OF THE EVIDENCE

All exhibits, even if not specifically mentioned, were thoroughly reviewed and considered by the Hearing Examiner prior to preparing this Proposed Findings and Proposed Order.

Step I Consent Agreement

1. On August 14, 2002, Carol E. Lewis, M.D., entered into a Step I Consent Agreement with the Board in lieu of formal proceedings on violations of Ohio Revised Code [R.C.] 4731.22(A), 4731.22(B)(5), 4731.22(B)(19), and 4731.22(B)(26). As part of this agreement, the Board suspended Dr. Lewis's license for an indefinite period of time, but not less than 180 days. (Exhibit [Ex.] 1 at 4)
2. In the Step I Consent Agreement, Dr. Lewis admitted, among other things, that she had a history of chemical dependence, that her drug of choice was alcohol, and that she had a history of psychiatric treatment dating back to about 1983, including at least six inpatient hospitalizations related to depression and/or suicidal ideation. (Ex. 1 at 2)

Dr. Lewis further admitted that, on or about January 2, 1996, she had entered treatment for chemical dependence at Chandler Valley Hope Residential Treatment Center in Chandler, Arizona, from which she had been discharged on or about February 1, 1996. Dr. Lewis admitted that she had subsequently relapsed, reverting to abuse of alcohol, with a recurring pattern of taking Antabuse, discontinuing Antabuse, consuming alcohol, and restarting Antabuse to restore sobriety. (Ex. 1 at 2-3)

In addition, Dr. Lewis admitted that she had undergone a Board-ordered psychiatric evaluation on or about June 29, 2002, and that this examination supported diagnoses of Major Depressive Disorder, in partial remission on medication; Borderline Personality Disorder; and Alcohol Dependence. Moreover, Dr. Lewis acknowledged that the examining

psychiatrist had opined that, although Dr. Lewis's condition had stabilized considerably in the past couple of years, it was unlikely that she would be able to practice medicine according to acceptable and prevailing standards of care on an ongoing basis without continuous treatment by a psychiatrist and therapist, and monitoring of her substance use. (Ex. 1 at 3)

Step II Consent Agreement

3. On July 9, 2003, Dr. Lewis entered into a Step II Consent Agreement with the Board in lieu of formal proceedings based on violations of R.C. 4731.22(A), 4731.22(B)(5), 4731.22(B)(19), and 4731.22(B)(26). In this agreement, Dr. Lewis admitted among other things that, on September 11, 2002, she had entered residential treatment for her alcohol dependence at Glenbeigh Hospital, a Board-approved treatment provider, where she completed her treatment on October 8, 2002. In addition, Dr. Lewis admitted that, in or about August 2002, she had begun a regularly scheduled mental-health treatment program that included psychiatric therapy, medication management, and psychological counseling. (Ex. 3 at 2-3, 10-11)

In the Step II Consent Agreement, Dr. Lewis stated (and the Board acknowledged receiving confirmatory information) that, after being discharged from Glenbeigh Hospital, she had complied with her recovery plan and her aftercare contract. This compliance included participation in one Caduceus meeting and three Alcoholics Anonymous meetings per week, as well as submitting to random urine screens on a weekly basis. Dr. Lewis further stated (and the Board acknowledged receiving confirmatory information) that she had complied with the terms of her advocacy contract with the Ohio Physicians Effectiveness Program [OPEP].¹ (Ex. 3 at 2)

4. With respect to Dr. Lewis's mental health status on entering the Step II Consent Agreement, four physicians assessed Dr. Lewis and concluded that she was capable of practicing medicine according to acceptable and prevailing standards of care as long as certain treatment and monitoring conditions were in place. (Ex. 3 at 3-4)
5. Accordingly, the Board reinstated Dr. Lewis's certificate subject to probationary terms, conditions and limitations as set forth in the Step II Consent Agreement. For example, Dr. Lewis agreed to abstain completely from the use of alcohol and to participate in a program of random drug testing. (Ex. 3 at 3-5)

Dr. Lewis also agreed to maintain a prescription log, refrain from furnishing and possessing controlled substances except under specific conditions, participate in a rehabilitation program such as AA or Caduceus no less than four times per week, and comply with a psychiatric treatment plan and psychological treatment plan. (Ex. 3 at 4-6, 8)

¹ OPEP has since changed its name to the Ohio Physicians Health Program [OPHP].

In addition, the Step II Consent Agreement set forth provisions governing the monitoring of Dr. Lewis's practice of medicine, including provisions for monitoring her during a residency program. (Ex. 3 at 6-8)

In the "Failure to Comply" provision of the Step II Consent Agreement, Dr. Lewis contractually agreed that, if the Secretary and Supervising Member of the Board determined that there was clear and convincing evidence that she had violated any term, condition or limitation of the agreement, such evidence of a violation would also constitute clear and convincing evidence that her continued practice presented a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to R.C. 4731.22(G). (Ex. 3 at 9)

Finally, the Step II Consent Agreement precluded Dr. Lewis from requesting termination of the consent agreement "for a minimum of five years or for at least two years following her transition from a residency program to a non-training type of practice, whichever is later." (Ex. 3 at 10) Thus, the Step II Consent Agreement of July 2003 was to remain in effect until at least July 2008.

Positive Drug Screen for Alcohol In July 2005

6. On July 23, 2005, Dr. Lewis submitted a urine specimen pursuant to the required random drug-testing, and the specimen tested positive for the presence of alcohol by GC/FID analysis. This test result was confirmed positive for the presence of ethyl glucuronide. (Ex. 6-7)

7. The Board's Compliance Officer, Danielle Bickers, stated as follows concerning her communication with Dr. Lewis regarding the positive result on the drug screen:

On August 5, 2005, I received a telephone call from Dr. Lewis, wherein she advised me that she had submitted a urine screen on July 23, 2005, and that she had learned that the screen had been tested positive for alcohol.

(Ex. 6)

8. The Ohio Physicians Health Program (formerly the Ohio Physician's Effectiveness Program or "OPEP") provided copies of the laboratory test results showing the positive result. (Ex. 7)

PROPOSED FINDINGS

1. On August 14, 2002, Carol E. Lewis, M.D., entered into a Step I Consent Agreement with the Board in lieu of formal proceedings on violations of Ohio Revised Code [R.C.] 4731.22(A), 4731.22(B)(5), 4731.22(B)(19), and 4731.22(B)(26). As part of this agreement, the Board suspended Dr. Lewis's license for an indefinite period of time, but not less than 180 days.

2. In the Step I Consent Agreement, Dr. Lewis admitted, among other things, that she had a history of chemical dependence, that her drug of choice was alcohol, and that she had a history of psychiatric treatment dating back to approximately 1983, including at least six inpatient hospitalizations related to depression and/or suicidal ideation.

Dr. Lewis further admitted that, on or about January 2, 1996, she had entered treatment for chemical dependence at Chandler Valley Hope Residential Treatment Center in Chandler, Arizona, from which she had been discharged on or about February 1, 1996. Dr. Lewis admitted that she had subsequently relapsed, reverting to abuse of alcohol, with a recurring pattern of taking Antabuse, discontinuing Antabuse, consuming alcohol, and restarting Antabuse to restore sobriety.

In addition, Dr. Lewis admitted that she had undergone a Board-ordered psychiatric evaluation on or about June 29, 2002, and that this examination supported diagnoses of Major Depressive Disorder, in partial remission on medication; Borderline Personality Disorder; and Alcohol Dependence. Moreover, she acknowledged that the examining psychiatrist had opined that, although Dr. Lewis's condition had stabilized considerably in the past couple of years, it was unlikely that she would be able to practice medicine according to acceptable and prevailing standards of care on an ongoing basis without continuous treatment by a psychiatrist and therapist, and monitoring of her substance use.

3. On or about July 9, 2003, Dr. Lewis entered into a Step II Consent Agreement with the Board in lieu of formal proceedings based on the violations as set forth above in Finding 1. Pursuant to this agreement, the Board reinstated her certificate subject to probationary terms, conditions and limitations.

In the Step II Consent Agreement, Dr. Lewis admitted among other things that on September 11, 2002, she had entered residential treatment for her alcohol dependence at Glenbeigh Hospital, a Board approved treatment provider, where she completed her treatment on October 8, 2002. In addition, Dr. Lewis admitted that, in or about August 2002, she had begun a regularly scheduled mental-health treatment program that included psychiatric therapy, medication management, and psychological counseling.

Paragraph 9 of the Step II Consent Agreement required Dr. Lewis to abstain completely from the use of alcohol.

In the "Failure to Comply" provision of the Step II Consent Agreement, Dr. Lewis contractually agreed that, if the Secretary and Supervising Member of the Board determined that there was clear and convincing evidence that she had violated any term, condition or limitation of the agreement, such evidence of a violation would also constitute clear and convincing evidence that her continued practice presented a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to R.C. 4731.22(G).

4. On or about July 23, 2005, Dr. Lewis submitted a urine specimen pursuant to the agreed program of random drug testing, and the specimen tested positive for the presence of alcohol by GC/FID analysis. This test result was confirmed positive for the presence of ethyl glucuronide.
5. The positive urine screen is sufficient evidence to support the conclusion that Dr. Lewis engaged in the use of alcohol, and that, accordingly, she sustained a “relapse” as defined in Ohio Administrative Code 4731-16-01.
6. The positive urine screen is sufficient evidence to support the conclusion that Dr. Lewis failed to comply with her Step II Consent Agreement, which was in effect on the date of the urine screen. Therefore, the positive urine screen is sufficient evidence to demonstrate a “[v]iolation of the conditions of limitation placed by the board upon a certificate to practice,” as that clause is used in Ohio Revised Code 4731.22(B)(15).
7. Dr. Lewis’s relapse following treatment constitutes independent proof of impairment and supports license suspension without the need of an examination, pursuant to Ohio Administrative Code 4731-16-02(B)(3)(a).

* * * * *

The Board traditionally has made efforts to support impaired physicians in their recovery process as long as the Board has reasonable assurance that no harm will result to the public. In this matter, however, Dr. Lewis did not request a hearing. Consequently, the Board does not have the benefit of evidence that is ordinarily developed during a hearing. For example, a hearing in this matter may have given the Board an opportunity to learn what steps, if any, Dr. Lewis has already taken toward ameliorating the effect of her relapse. Similarly, the Board would typically gain information regarding the relapsed physician’s current mental health status.

The available documents provide little information on Dr. Lewis’s current status. Thus, the Board is faced with the unadorned fact that Dr. Lewis’s urine sample tested positive for alcohol after almost three years of sobriety.

At present, the Board does not know whether Dr. Lewis is interested in continuing to pursue recovery under the Board’s supervision. If Dr. Lewis has no desire to pursue reinstatement of her certificate at present, then an Order imposing a multitude of requirements toward the goal of reinstatement would be largely futile and would also have a high probability of noncompliance, creating even more grounds for disciplinary action by the Board.

Accordingly, a revocation order appears to be the best resolution. A revocation would provide Dr. Lewis the opportunity to return to the practice of medicine in Ohio if and when she desires to do so, providing she can demonstrate that she is capable of practicing medicine according to acceptable and prevailing standards of care and that she has met the types of conditions and requirements for reinstatement that are set forth in her consent agreements.

PROPOSED ORDER

It is hereby ORDERED that:

The certificate of Carol E. Lewis, M.D., to practice medicine and surgery in the State of Ohio shall be REVOKED.

This Order shall become effective immediately upon the mailing of notification of approval by the Board.



Patricia A. Davidson
Hearing Examiner



State Medical Board of Ohio

77 S. High St., 17th Floor • Columbus, OH 43215-6127 • (614) 466-3934 • Website: www.med.ohio.gov

September 14, 2005

Carol Elaine Lewis, M.D.
3203 Sycamore Rd. Up
Cleveland Hts., OH 44118

Dear Doctor Lewis:

Enclosed please find certified copies of the Entry of Order, the Notice of Summary Suspension and Opportunity for Hearing, and an excerpt of the Minutes of the State Medical Board, meeting in regular session on September 14, 2005, including a Motion adopting the Order of Summary Suspension and issuing the Notice of Summary Suspension and Opportunity for Hearing.

You are advised that continued practice after receipt of this Order shall be considered practicing without a certificate, in violation of Section 4731.41, Ohio Revised Code.

Pursuant to Chapter 119, Ohio Revised Code, you are hereby advised that you are entitled to a hearing on the matters set forth in the Notice of Summary Suspension and Opportunity for Hearing. If you wish to request such hearing, that request must be made in writing and be received in the offices of the State Medical Board within thirty days of the time of mailing of this notice. Further information concerning such hearing is contained within the Notice of Summary Suspension and Opportunity for Hearing.

THE STATE MEDICAL BOARD OF OHIO


Lance A. Talmage, M.D., Secretary

LAT:blt
Enclosures

MAILED 9-15-05



State Medical Board of Ohio

77 S. High St., 17th Floor • Columbus, OH 43215-6127 • (614) 466-3934 • Website: www.med.ohio.gov

CERTIFICATION

I hereby certify that the attached copies of the Entry of Order of the State Medical Board of Ohio and the Motion by the State Medical Board, meeting in regular session on September 14, 2005, to Adopt the Order of Summary Suspension and to Issue the Notice of Summary Suspension and Opportunity for Hearing, constitute true and complete copies of the Motion and Order in the Matter of Carol Elaine Lewis, M.D., as they appear in the Journal of the State Medical Board of Ohio.

This certification is made under the authority of the State Medical Board of Ohio and in its behalf.

A handwritten signature in black ink, appearing to read "Lance A. Talmage, M.D.", written over a horizontal line.

Lance A. Talmage, M.D., Secretary

(SEAL)

September 14, 2005

Date

BEFORE THE STATE MEDICAL BOARD OF OHIO

IN THE MATTER OF :
 :
CAROL ELAINE LEWIS, M.D. :

ENTRY OF ORDER

This matter came on for consideration before the State Medical Board of Ohio the 14th day of September, 2005.

Pursuant to Section 4731.22(G), Ohio Revised Code, and upon recommendation of Lance A. Talmage, M.D., Secretary, and Raymond J. Albert, Supervising Member; and

Pursuant to their determination, based upon their review of the information supporting the allegations as set forth in the Notice of Summary Suspension and Opportunity for Hearing, that there is clear and convincing evidence that Carol Elaine Lewis, M.D., has violated Sections 4731.22(B)(15) and (B)(26), Ohio Revised Code, as alleged in the Notice of Summary Suspension and Opportunity for Hearing that is enclosed herewith and fully incorporated herein; and

Pursuant to their further determination, based upon their review of the information supporting the allegations as set forth in the Notice of Summary Suspension and Opportunity for Hearing, that Dr. Lewis' continued practice presents a danger of immediate and serious harm to the public; and

Pursuant to the terms of the Step II Consent Agreement Between Carol Elaine Lewis, M.D., and the State Medical Board of Ohio, effective July 9, 2003, which states:

If the Secretary and Supervising Member of the Board determine that there is clear and convincing evidence that Dr. Lewis has violated any term, condition or limitation of this Consent Agreement, Dr. Lewis 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.

The following Order is hereby entered on the Journal of the State Medical Board of Ohio for the 14th day of September, 2005:

It is hereby ORDERED that the certificate of Carol Elaine Lewis, M.D., to practice medicine or surgery in the State of Ohio be summarily suspended.

It is hereby ORDERED that Carol Elaine Lewis, M.D., shall immediately cease the practice of medicine and surgery in Ohio and immediately refer all active patients to other appropriate physicians.

This Order shall become effective immediately.



Lance A. Talmage, M.D., Secretary

(SEAL)

September 14, 2005

Date



State Medical Board of Ohio

77 S. High St., 17th Floor • Columbus, OH 43215-6127 • (614) 466-3934 • Website: www.med.ohio.gov

EXCERPT FROM DRAFT MINUTES OF SEPTEMBER 14, 2005

CITATIONS, PROPOSED DENIALS AND ORDERS OF SUMMARY SUSPENSION

.....

CAROL ELAINE LEWIS, M.D. – ORDER OF SUMMARY SUSPENSION AND NOTICE OF OPPORTUNITY FOR HEARING

.....

DR. STEINBERGH MOVED TO ENTER AN ORDER OF SUMMARY SUSPENSION IN THE MATTER OF CAROL ELAINE LEWIS, M.D., IN ACCORDANCE WITH SECTION 4731.22(G), OHIO REVISED CODE, AND TO ISSUE THE NOTICE OF SUMMARY SUSPENSION AND OPPORTUNITY FOR HEARING. DR. KUMAR SECONDED THE MOTION. A vote was taken:

Vote:	Mr. Albert	- abstain
	Dr. Egner	- aye
	Dr. Talmage	- abstain
	Dr. Varyani	- aye
	Dr. Buchan	- aye
	Dr. Kumar	- aye
	Mr. Browning	- aye
	Ms. Sloan	- aye
	Dr. Robbins	- aye
	Dr. Saxena	- aye
	Dr. Steinbergh	- aye
	Dr. Davidson	- aye

The motion carried.



State Medical Board of Ohio

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NOTICE OF SUMMARY SUSPENSION

AND

OPPORTUNITY FOR HEARING

September 14, 2005

Carol Elaine Lewis, M.D.
3203 Sycamore Rd. Up
Cleveland Hts., OH 44118

Dear Doctor Lewis:

The Secretary and the Supervising Member of the State Medical Board of Ohio [Board] have determined that there is clear and convincing evidence that you have violated Sections 4731.22(B)(15) and (B)(26), Ohio Revised Code, and have further determined that, in accordance with the July 2003 Step II Consent Agreement referenced in paragraph (2) below, your continued practice presents a danger of immediate and serious harm to the public, as set forth in paragraphs (1) through (4), below.

Therefore, pursuant to Section 4731.22(G), Ohio Revised Code, and upon recommendation of Lance A. Talmage, M.D., Secretary, and Raymond J. Albert, Supervising Member, you are hereby notified that, as set forth in the attached Entry of Order, your certificate to practice medicine and surgery in the State of Ohio is summarily suspended. Accordingly, at this time, you are no longer authorized to practice medicine and surgery in Ohio.

Furthermore, in accordance with Chapter 119., Ohio Revised Code, you are hereby notified that the Board intends to determine whether or not to limit, revoke, permanently revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery, or to reprimand you or place you on probation for one or more of the following reasons:

- (1) On or about August 14, 2002, you entered into a Step I Consent Agreement [August 2002 Step I Consent Agreement] with the Board in lieu of formal proceedings based upon your violations of Sections 4731.22(A), 4731.22(B)(5), 4731.22(B)(19), and 4731.22(B)(26), Ohio Revised Code, which suspended your license for an indefinite period of time, but not less than 180 days. In the aforementioned agreement, you admitted, *inter alia*, that you had a history of psychiatric treatment dating back to approximately 1983, including at least six in-patient hospitalizations related to depression and/or suicidal ideation; that you had a history of chemical dependency; and that your drug of choice was alcohol. You further admitted that on or about January 2, 1996, you entered treatment for chemical dependence at Chandler Valley Hope Residential Treatment Center in Chandler, Arizona; that you

were discharged from the aforementioned facility on or about February 1, 1996; and that you had relapsed, reverting back to abusing alcohol, with a recurring pattern of behavior of taking Antabuse, discontinuing Antabuse, consuming alcohol, and restarting Antabuse to restore sobriety. You further admitted that on or about June 29, 2002, you underwent a Board-ordered psychiatric evaluation; that such examination resulted in a finding supporting diagnoses of Major Depressive Disorder in partial remission on medication, Borderline Personality Disorder, and Alcohol Dependence; and that the examining psychiatrist opined that although your condition had stabilized considerably in the past couple of years, it was unlikely that you would be able to practice medicine according to acceptable and prevailing standards of care, on an ongoing basis, without continuous treatment by a psychiatrist and therapist, and without monitoring of your substance use. A copy of the August 2002 Step I Consent Agreement is attached hereto and fully incorporated herein.

- (2) On or about July 9, 2003, you entered into a Step II Consent Agreement [July 2003 Step II Consent Agreement] with the Board in lieu of formal proceedings based upon your violations of Sections 4731.22(A), 4731.22(B)(5), 4731.22(B)(19), and 4731.22(B)(26), Ohio Revised Code, which reinstated your certificate subject to certain probationary terms, conditions and limitations. In the aforementioned agreement, you made certain admissions, including that on September 11, 2002, you entered residential treatment for your alcohol dependence at Glenbeigh Hospital, a Board approved treatment provider in Rock Creek, Ohio; that you were discharged on October 8, 2002, treatment complete; and that during or about August 2002, you began a regularly scheduled mental health treatment program that included psychiatric therapy, medication management, and psychological counseling. A copy of the July 2003 Step II Consent Agreement, which remains in effect to date, is attached hereto and fully incorporated herein.
- (3) Paragraph 9 of the July 2003 Step II Consent Agreement requires that you shall abstain completely from the use of alcohol. Despite this provision, the urine specimen that you submitted for random drug testing on or about July 23, 2005, tested positive for the presence of alcohol by GC/FID analysis, and was subsequently confirmed positive for the presence of ethyl glucuronide.
- (4) In the "Failure to Comply" provision of your July 2003 Step II Consent Agreement, you contractually agreed that, if the Secretary and Supervising Member of the Board determine that there is clear and convincing evidence that you have violated any term, condition or limitation of the agreement, such violation, as alleged, also constitutes clear and convincing evidence that your 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.

Further, Section 4731.22(B)(26), Ohio Revised Code, provides that if the Board determines that an individual's ability to practice is impaired, the Board shall suspend the individual's certificate and shall require the individual, as a condition for continued, reinstated, or renewed certification to practice, to submit to treatment and, before being eligible to apply for reinstatement, to demonstrate to the Board the ability to resume practice in compliance with acceptable and prevailing standards of care, including completing required treatment, providing evidence of compliance with an aftercare contract or written consent agreement, and providing written reports indicating that the individual's ability to practice has been assessed by individuals or providers approved by the Board and that the individual has been found capable of practicing according to acceptable and prevailing standards of care.

Further, Rule 4731-16-02(B)(3), Ohio Administrative Code, provides that if an examination discloses impairment, or if the Board has other reliable, substantial and probative evidence demonstrating impairment, the Board shall initiate proceedings to suspend the licensee, and may issue an order of summary suspension as provided in Section 4731.22(G), Ohio Revised Code. Additionally, Rule 4731-16-02(B)(3), Ohio Administrative Code, further provides that an individual's relapse following treatment constitutes independent proof of impairment and shall support license suspension without the need for an examination.

Your acts, conduct, and/or omissions as alleged in paragraphs (1) through (4) above, individually and/or collectively, constitute "[i]mpairment 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," as that clause is used in Section 4731.22(B)(26), Ohio Revised Code.

Further, your acts, conduct, and/or omissions as alleged in paragraph (3) above, individually and/or collectively, constitute a "[v]iolation of the conditions of limitation placed by the board upon a certificate to practice," as that clause is used in Section 4731.22(B)(15), Ohio Revised Code.

Pursuant to Chapter 119., Ohio Revised Code, and Chapter 4731., Ohio Revised Code, you are hereby advised that you are entitled to a hearing in this matter. If you wish to request such hearing, the request must be made in writing and must be received in the offices of the State Medical Board within thirty days of the time of mailing of this notice.

You are further advised that, if you timely request a hearing, you are entitled to appear at such hearing in person, or by your attorney, or by such other representative as is permitted to practice before this agency, or you may present your position, arguments, or contentions in writing, and that at the hearing you may present evidence and examine witnesses appearing for or against you.

In the event that there is no request for such hearing received within thirty days of the time of mailing of this notice, the State Medical Board may, in your absence and upon consideration of this matter, determine whether or not to limit, revoke, permanently revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery or to reprimand you or place you on probation.

Please note that, whether or not you request a hearing, Section 4731.22(L), Ohio Revised Code, provides that "[w]hen the board refuses to grant a certificate to an applicant, revokes an individual's certificate to practice, refuses to register an applicant, or refuses to reinstate an individual's certificate to practice, the board may specify that its action is permanent. An individual subject to a permanent action taken by the board is forever thereafter ineligible to hold a certificate to practice and the board shall not accept an application for reinstatement of the certificate or for issuance of a new certificate."

Copies of the applicable sections are enclosed for your information.

Very truly yours,



Lance A. Talmage, M.D.
Secretary

LAT/blt
Enclosures

CERTIFIED MAIL # 7003 0500 0002 4333 4598
RETURN RECEIPT REQUESTED

cc: Barry Doyle, Esq.
23811 Chagrin Blvd., Suite 227
Beachwood, OH 44122

CERTIFIED MAIL # 7003 0500 0002 4333 4536
RETURN RECEIPT REQUESTED

STEP II
CONSENT AGREEMENT
BETWEEN
CAROL ELAINE LEWIS, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO

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

Dr. Lewis 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), 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 violation of 4731.22(B)(19), Ohio Revised Code, “[i]nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills;” 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;” and Section 4731.22(B)(5), Ohio Revised Code, “[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatric medicine and surgery, or a limited branch of medicine; or in securing or attempting to secure any certificate to practice or certificate of registration issued by the board,” as current and prior versions of that statute have been in effect.

Further, the Board is empowered by Section 4731.22(A), Ohio Revised Code, to revoke or refuse to grant a certificate to a person found by the Board to have committed fraud during the administration of the examination for a certificate to practice or to have committed “fraud, misrepresentation, or deception in applying for or securing any certificate to practice or certificate of registration issued by the board.”

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- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(B)(19) and (26), Ohio Revised Code, as set forth in Paragraph E of the August 14, 2002, Step I Consent Agreement Between Carol Elaine Lewis, M.D., and The State Medical Board of Ohio [August 2002 Step I Consent Agreement], a copy of which is attached hereto and fully incorporated herein, and Sections 4731.22(A) and 4731.22(B)(5), Ohio Revised Code, as set forth in Paragraph F of the August 2002 Step I Consent Agreement, 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. Lewis is applying for reinstatement of her license to practice medicine and surgery in the State of Ohio, License #35-061461, which was suspended pursuant to the terms of the above-referenced August 2002 Step I Consent Agreement.
- D. Dr. Lewis states that she is not licensed to practice medicine or surgery in any other state or jurisdiction.
- E. Dr. Lewis admits that after undergoing a Board-ordered psychiatric evaluation on June 29, 2002, that resulted in diagnoses of Major Depressive Disorder in partial remission on medication, Borderline Personality Disorder, and Alcohol Dependence, during August 2002 she entered into a Step I Consent Agreement with the Board in which she agreed, *inter alia*, to certain treatment requirements related to her mental health and chemical dependency. Dr. Lewis admits that on September 11, 2002, she entered residential treatment for her alcohol dependence at Glenbeigh Hospital, a Board approved treatment provider in Rock Creek, Ohio, and that she was discharged on October 8, 2002, treatment complete. Dr. Lewis further admits that during or about August 2002, she began a regularly scheduled mental health treatment program that includes psychiatric therapy, medication management, and psychological counseling.

Dr. Lewis states, and the Board acknowledges receipt of information to support, that since being discharged from Glenbeigh Hospital, she has remained compliant with her recovery plan and subsequent aftercare contract with her local treatment provider, The Cleveland Clinic Foundation, a Board-approved treatment provider in Cleveland, Ohio, including participating in one Caduceus meeting and three AA meetings per week, as well as submitting to random urine screens on a weekly basis. In addition, Dr. Lewis states, and the Board acknowledges receipt of information to support, that she has remained compliant with the terms of her advocacy contract with the Ohio Physicians Effectiveness Program that she entered into on November 15, 2002. Further, Dr. Lewis admits that such aftercare and advocacy contracts remain in effect.

Dr. Lewis states, and the Board acknowledges, that Chester Prunsinski, D.O., of Glenbeigh Hospital, a Board-approved treatment provider in Rock Creek, Ohio, and Chris Adelman, M.D., of St. Vincent Charity Hospital, a Board-approved treatment provider in Cleveland, Ohio, have each provided written reports indicating that Dr. Lewis' ability to practice, as related to her chemical dependency status, has been assessed and that she has been found capable of practicing medicine according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place. Dr. Lewis further states, and the Board further acknowledges, that Howard Sokolov, M.D., a psychiatrist approved by the Board to assess Dr. Lewis' mental health status, and Harry Pollock, M.D., Dr. Lewis' current treating psychiatrist, have each provided written reports indicating that Dr. Lewis' ability to practice, as related to her mental health status, has been assessed and that she has been found capable of practicing medicine according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place.

Accordingly, Dr. Lewis states and the Board acknowledges that Dr. Lewis has fulfilled the conditions for reinstatement of her certificate to practice medicine and surgery in the State of Ohio, as established in the aforementioned August 2002 Step I Consent Agreement.

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

1. Dr. Lewis shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Lewis 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 August 2002 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. Lewis 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 August 2002 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. In the event that Dr. Lewis should leave Ohio for three continuous months, or reside or practice outside the State, Dr. Lewis 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 this 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 Dr. Lewis 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

Drug Associated Restrictions

6. Dr. Lewis 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. Lewis's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Lewis shall make her patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Lewis 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. Lewis to administer or personally furnish controlled substances, Dr. Lewis 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. Lewis's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Lewis 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. Lewis 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. Lewis' history of chemical dependency.

9. Dr. Lewis shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Supervising Physician

10. Dr. Lewis shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Lewis 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 days of the effective date of this Consent Agreement, Dr. Lewis shall submit to the Board for its prior approval the name and curriculum vitae of a supervising physician to whom Dr. Lewis 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. Lewis. Dr. Lewis 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. Lewis 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. Lewis must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Lewis 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. Lewis's quarterly declaration. It is Dr. Lewis's responsibility to ensure that reports are timely submitted.

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

prior notice. Dr. Lewis'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.

Psychiatric and Psychological Treatment

12. Within thirty days of the effective date of this Consent Agreement, Dr. Lewis shall submit to the Board for its prior approval the names and qualifications of a psychiatrist and a psychological therapist or counselor of her choice. Upon approval by the Board, Dr. Lewis shall undergo and continue psychiatric treatment with her psychiatrist at least once per month and psychological treatment with her therapist or counselor at least weekly, or as otherwise directed by the Board.

Dr. Lewis shall comply with her psychiatric treatment plan, including taking medications as prescribed and/or ordered for her psychiatric disorder. Dr. Lewis 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. Lewis' current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Lewis' compliance with her treatment plan; Dr. Lewis' mental status; Dr. Lewis' progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Lewis 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. Lewis is unable to practice due to her psychiatric disorder. It is Dr. Lewis' responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Lewis' quarterly declaration.

Dr. Lewis shall comply with her psychological treatment plan, and shall ensure that her psychological therapist or counselor coordinates her therapy with Dr. Lewis' treating psychiatrist at least quarterly, or as otherwise directed by the Board. Dr. Lewis shall ensure that psychological reports are forwarded by her treating psychological therapist or counselor to the Board on a quarterly basis, or as otherwise directed by the Board. The psychological reports shall contain information describing Dr. Lewis' current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Lewis' compliance with her treatment plan; Dr. Lewis' mental status; Dr. Lewis' progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Lewis shall ensure that her treating psychological therapist or counselor immediately notifies the Board of her failure to comply with her psychological treatment plan and/or any determination that Dr. Lewis is unable to practice due to her psychological disorder. It is Dr. Lewis' responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Lewis' quarterly declaration.

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Monitoring Physician

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

The monitoring physician shall monitor Dr. Lewis and her medical practice, and shall review Dr. Lewis'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. Lewis and her medical practice, and on the review of Dr. Lewis's patient charts. Dr. Lewis 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. Lewis's quarterly declaration.

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

While Dr. Lewis participates in a residency program accredited by the ACGME, the Board shall accept a quarterly statement from the director of Dr. Lewis' residency program addressing Dr. Lewis' performance (clinical and otherwise) in the residency program, as well as her progress and status, if timely submitted, as satisfaction of the requirements of this paragraph. Should Dr. Lewis desire to utilize this option in lieu of having a monitoring physician while she participates in a residency program, Dr. Lewis shall so notify the Board by providing a writing, signed by both herself and her residency director, to the Board before participating in the residency program. Further, should Dr. Lewis cease participation in an accredited residency or should she desire to practice outside a residency pursuant to the Practice Plan / Employment Restrictions outlined in paragraph 16 below, or should her residency director become unable or unwilling to serve, Dr. Lewis must immediately so notify the Board in writing and make arrangements for a monitoring physician as discussed above.

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All residency director reports required under this paragraph must be received in the Board's offices no later than the due date for Dr. Lewis's quarterly declaration. It is Dr. Lewis' responsibility to ensure that reports are timely submitted.

Rehabilitation Program

14. Within thirty days of the effective date of this Consent Agreement, Dr. Lewis 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 four times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Lewis 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. Lewis's quarterly declarations.

Aftercare / Physician Health Program

15. Dr. Lewis shall maintain continued compliance with the terms of the aftercare contract entered into with her treatment provider, and with her advocacy contract with the Ohio Physicians Effectiveness Program, or another physician health program approved in advance by the Board, provided that, where terms of the aftercare contract and/or advocacy contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Practice Plan / Employment Restriction

16. Dr. Lewis shall not engage in solo practice during the duration of this Consent Agreement and shall obtain the approval of the Board for any medical practice or employment related to the health care fields. Dr. Lewis shall not engage in the practice of medicine unless and until such time that the Board has approved a practice plan, and thereafter, her practice of medicine shall be only in accordance with such practice plan. The Board shall consider, among other factors, the adequacy and continuity of supervision 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. Further, Dr. Lewis shall submit a revised practice plan to the Board and obtain the prior approval of the Board should she desire modification to any previously approved practice plan(s).

During the time period(s) in which Dr. Lewis is affiliated with a residency training program, Dr. Lewis shall not engage in any other employment as a physician.

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Releases

17. Dr. Lewis 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

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

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Lewis 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. Lewis has violated any term, condition or limitation of this Consent Agreement, Dr. Lewis 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.

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DURATION/MODIFICATION OF TERMS

Dr. Lewis shall not request termination of this Consent Agreement for a minimum of five years or for at least two years following her transition from a residency program to a non-training type of practice, whichever is later. In addition, Dr. Lewis shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year; however, the Practice Plan / Employment Restriction requirements specified in paragraph 16 above shall not be modified and shall continue for the duration of this 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.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Lewis 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. Lewis 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, and may be reported to appropriate organizations, data banks, and governmental bodies. Dr. Lewis agrees to provide her social security number to the Board and hereby authorizes the Board to utilize that number in conjunction with that reporting.

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.

Carol Elaine Lewis, M.D.
CAROL ELAINE LEWIS, M.D.

6/20/03
DATE

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

7-9-03
DATE

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FRANKLIN HICKMAN, ESQ.
Attorney for Dr. Lewis

06/20/03
DATE


RAYMOND J. ALBERT
Supervising Member

7/9/03
DATE


REBECCA J. MARSHALL, ESQ.
Enforcement Coordinator

06/23/03
DATE

STEP I
CONSENT AGREEMENT
BETWEEN
CAROL ELAINE LEWIS, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO

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

Dr. Lewis 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), 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 violation of 4731.22(B)(19), Ohio Revised Code, “[i]nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills;” 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;” and Section 4731.22(B)(5), Ohio Revised Code, “[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatric medicine and surgery, or a limited branch of medicine; or in securing or attempting to secure any certificate to practice or certificate of registration issued by the board,” as current and prior versions of that statute have been in effect.

Further, the Board is empowered by Section 4731.22(A), Ohio Revised Code, to revoke or refuse to grant a certificate to a person found by the Board to have committed fraud during the administration of the examination for a certificate to practice or to have committed “fraud, misrepresentation, or deception in applying for or securing any certificate to practice or certificate of registration issued by the board.”

- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(B)(19), Ohio Revised Code, and Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph E below; and Section 4731.22(A), Ohio Revised Code, and Section 4731.22(B)(5), Ohio Revised Code, as set forth in Paragraph 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. Dr. Lewis is licensed to practice medicine and surgery in the State of Ohio, License # 35-061461.
- D. Dr. Lewis states that she is not licensed to practice medicine or surgery in any other state or jurisdiction.
- E. Dr. Lewis admits that she has a history of psychiatric treatment dating back to approximately 1983, including at least six in-patient hospitalizations related to depression and/or suicidal ideation. Dr. Lewis admits she has been treated by multiple psychiatrists, psychologists, and counselors in the past; that she is currently under the care of a psychiatrist and psychological therapist for diagnoses that include Bipolar II Disorder and Borderline Personality Disorder; and that she has ongoing problems related to impulsivity, anger management, and self-abuse. Dr. Lewis admits that she has been prescribed a variety of psychiatric medications throughout the years, including, but not limited to: lithium, tricyclic antidepressants, nortriptyline, Buspar, Depakote, Desipramine, Klonopin, Nardil, Neurontin, Paxil, Prozac, and Risperdal. Dr. Lewis further admits that her current medications include Effexor, Topomax, Trilifon, and Antabuse.

Dr. Lewis admits she also has a history of chemical dependency and that her drug of choice is alcohol. Dr. Lewis admits that she began drinking during or about 1989-90 while attempting her first residency (obstetrics and gynecology), and experienced an increase in her drinking during or about 1991-94 when she undertook a second residency (anesthesiology). Dr. Lewis further admits that after practicing as an anesthesiologist with the federal Indian Health Service for approximately 18 months, on or about January 2, 1996, she entered Chandler Valley Hope Residential Treatment Center in Chandler, Arizona, a treatment provider that has not been approved by the Board, for treatment of chemical dependence. Dr. Lewis admits that following her discharge from the aforementioned facility on or about February 1, 1996, she lived in a halfway house and did not actively practice medicine again until during or about 1998, when she began taking patient histories and performing physical examinations on a part-time basis at the pain clinic of a colleague.

Dr. Lewis further admits that since completing her aforementioned treatment for chemical dependence, she relapsed, reverting back to abusing alcohol, with a recurring pattern of behavior of taking Antabuse, discontinuing Antabuse, consuming

alcohol, and restarting Antabuse to restore sobriety. Dr. Lewis further admits that such pattern of behavior intermittently continued even after she began her current third residency (psychiatry) during or about July 2000, and to the best of her recollection, Dr. Lewis last consumed alcohol approximately eight months ago during or about November 2001.

Dr. Lewis further admits that on or about June 29, 2002, she underwent a Board-ordered psychiatric evaluation; that such examination resulted in a finding supporting diagnoses of Major Depressive Disorder in partial remission on medication, Borderline Personality Disorder, and Alcohol Dependence; and that the examining psychiatrist opined that although Dr. Lewis' condition has stabilized considerably in the past couple of years and she has reportedly had satisfactory performance in her current psychiatry residency program, it is unlikely that she will be able to practice medicine according to acceptable and prevailing standards of care, on an ongoing basis, without continuous treatment by a psychiatrist and therapist, and without monitoring of her substance use.

- F. Dr. Lewis admits that she submitted license renewal applications to the Board for the renewal dates including May 1, 1994, and May 1, 1996, and that she certified on each such occasion that the information provided for renewal was true and correct in every respect. Dr. Lewis admits that in completing the two aforementioned license renewal applications, she answered "No" to the questions which asked, "At any time since signing your last application for renewal of your certificate have you been found guilty of, or pled guilty or no contest to a felony or misdemeanor?" Dr. Lewis further admits that, in fact, during 1994, she was convicted of petty theft, a misdemeanor, arising from a shoplifting incident in Ohio; that depending upon the month of conviction of the aforementioned misdemeanor, she was required to disclose such conviction on either the May 1, 1994, or the May 1, 1996, renewal application; and that she failed to do so. Dr. Lewis further admits that her act of making such certification to a negative answer in response to the aforementioned inquiry regarding criminal conviction constitutes a false, fraudulent, deceptive, or misleading statement in securing or attempting to secure a certificate to practice medicine.

Dr. Lewis admits that she submitted license renewal applications to the Board for the renewal due dates including May 1, 1996, May 1, 1998, and April 1, 2000, and that she certified on each such occasion that the information provided for renewal was true and correct in every respect. Dr. Lewis admits that in completing the three aforementioned license renewal applications, she answered "No" to the questions which asked, "At any time since signing your last application for renewal of your certificate have you been addicted to or dependent upon alcohol or any chemical substance; or been treated for, or been diagnosed as suffering from, drug or alcohol dependency or abuse?" Dr. Lewis admits that, in fact, she had been diagnosed with chemical dependence during or about 1996 and that she continued to abuse alcohol throughout these three license application renewal periods, as outlined in Paragraph E

above. Dr. Lewis admits that at the time she signed such license renewal applications, she had not successfully completed treatment at a program approved by this Board and subsequently adhered to all statutory requirements as contained in Sections 4731.224 and 4731.25, Ohio Revised Code, and related provisions, and was not currently enrolled in a Board approved treatment program. Dr. Lewis further admits that her acts of making such certifications to the three negative answers in response to aforementioned inquiries regarding chemical dependence constitute false, fraudulent, deceptive, or misleading statements in securing or attempting to secure a certificate to practice medicine.

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

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Lewis to practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 180 days.

Sobriety

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

Releases; Quarterly Declarations and Appearances

4. Dr. Lewis 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. Lewis' 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. Lewis 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. Lewis 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 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. Dr. Lewis 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. Lewis shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Lewis 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 days of the effective date of this Consent Agreement, Dr. Lewis shall submit to the Board for its prior approval the name of a supervising physician to whom Dr. Lewis 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. Lewis. Dr. Lewis 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. Lewis 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. Lewis must immediately notify the Board in writing, and make

arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Lewis 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. Lewis' quarterly declaration. It is Dr. Lewis' responsibility to ensure that reports are timely submitted.

Psychiatric and Psychological Treatment

8. Within thirty days of the effective date of this Consent Agreement, Dr. Lewis shall submit to the Board for its prior approval the names and qualifications of a psychiatrist and psychological therapist or counselor of her choice. Upon approval by the Board, Dr. Lewis shall undergo and continue psychiatric treatment with her psychiatrist at least once per month and psychological treatment with her therapist or counselor at least twice monthly, or as otherwise directed by the Board.

Dr. Lewis shall comply with her psychiatric treatment plan, including taking medications as prescribed and/or ordered for her psychiatric disorder. Dr. Lewis 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. Lewis' current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Lewis' compliance with her treatment plan; Dr. Lewis' mental status; Dr. Lewis' progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Lewis 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. Lewis is unable to practice due to her psychiatric disorder. It is Dr. Lewis' responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Lewis' quarterly declaration.

Dr. Lewis shall comply with her psychological treatment plan, and shall ensure that her psychological therapist or counselor coordinates her therapy with Dr. Lewis' treating psychiatrist at least quarterly, or as otherwise directed by the Board. Dr. Lewis shall ensure that psychological reports are forwarded by her treating psychological therapist or counselor to the Board on a quarterly basis, or as otherwise directed by the Board. The psychological reports shall contain information describing Dr. Lewis' current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Lewis' compliance with her treatment plan; Dr. Lewis' mental status; Dr. Lewis' progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Lewis shall ensure that her treating psychological therapist or counselor immediately notifies the

Board of her failure to comply with her psychological treatment plan and/or any determination that Dr. Lewis is unable to practice due to her psychological disorder. It is Dr. Lewis' responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Lewis' quarterly declaration.

Rehabilitation Program

9. Within thirty days of the effective date of this Consent Agreement, Dr. Lewis 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. Lewis 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. Lewis' quarterly declarations.

CONDITIONS FOR REINSTATEMENT

10. The Board shall not consider reinstatement of Dr. Lewis' certificate to practice medicine and surgery until all of the following conditions are met:
 - a. Dr. Lewis shall submit an application for reinstatement, accompanied by appropriate fees, if any.
 - b. Dr. Lewis 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. Lewis has successfully completed any required inpatient treatment, including at least twenty-eight days of in-patient or residential treatment for chemical dependence, as set forth in Section 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. Evidence of continuing full compliance with Dr. Lewis' treatment contract with her treating psychiatrist referenced in Paragraph 8 of this Consent Agreement.
- v. Evidence of continuing full compliance with Dr. Lewis' treatment plan with her treating psychological therapist or counselor referenced in Paragraph 8 of this Consent Agreement.
- vi. Four written reports indicating that Dr. Lewis' ability to practice has been assessed and that she has been found capable of practicing according to acceptable and prevailing standards of care. The reports shall be based upon examinations occurring within the 90 days immediately preceding any application for reinstatement pursuant to Paragraph 10.a. above, and shall be made by individuals or providers approved by the Board for making such assessments and shall describe the basis for this determination, as specified below:

One report shall be made by the treating psychiatrist referenced in Paragraph 8 of this Consent Agreement indicating that Dr. Lewis' ability to practice has been assessed and that she has been found capable of practicing according to acceptable and prevailing standards of care. This report shall include any recommendations for treatment, monitoring, or supervision of Dr. Lewis, and any conditions, restrictions, or limitations that should be imposed on Dr. Lewis' practice. This report shall also describe the basis for such determination.

One report shall be made by Howard Sokolov, M.D., or another psychiatrist approved in advance by the Board, who shall conduct an examination of Dr. Lewis regarding her psychiatric status. Prior to the examination, Dr. Lewis shall provide the psychiatrist with copies of patient records from any evaluations and/or treatment that she has received, a copy of this Consent Agreement, and any other information that she or the Board deems may be appropriate or helpful to the evaluating psychiatrist. The report from the evaluating psychiatrist shall include the psychiatrist's diagnosis and conclusions; any recommendations for care, counseling, and treatment for the psychiatric diagnosis; any conditions, restrictions, or limitations that should be imposed on Dr. Lewis' practice; and the basis for the psychiatrist's determinations.

Two reports shall be made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or have been approved in advance by the Board, each of whom shall conduct an examination of Dr. Lewis regarding her chemical dependency status. Prior to the examination, Dr. Lewis shall

provide the physicians with copies of patient records from any evaluations and/or treatment that she has received, a copy of this Consent Agreement, and any other information that she or the Board deems may be appropriate or helpful to the evaluating physician. The reports from the evaluating physicians shall include the physician's diagnosis and conclusions; any recommendations for care, counseling, and treatment for the chemical dependence; any conditions, restrictions, or limitations that should be imposed on Dr. Lewis' practice; and the basis for the physician's determinations.

- c. Dr. Lewis shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Lewis are unable to agree on the terms of a written Consent Agreement, then Dr. Lewis 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. Lewis' 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. Lewis 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. Lewis has maintained sobriety.

11. In the event that Dr. Lewis 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. Lewis' fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

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

13. Within thirty days of the effective date of this Consent Agreement, Dr. Lewis 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. Lewis 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. Lewis 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. Lewis 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. Lewis hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

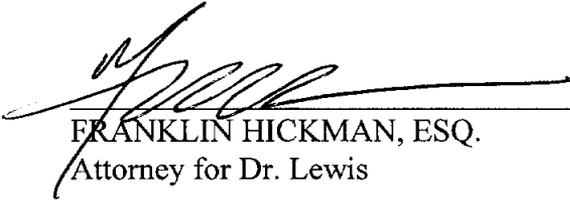
This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code, and may be reported to appropriate organizations, data banks, and governmental bodies. Dr. Lewis agrees to provide her social security number to the Board and hereby authorizes the Board to utilize that number in conjunction with that reporting.

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.


CAROL ELAINE LEWIS, M.D.

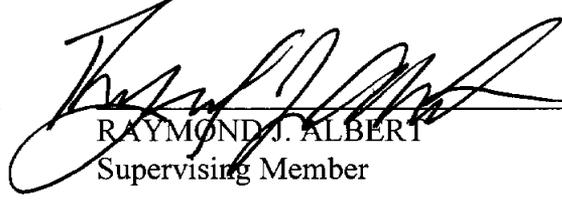
8/7/02
DATE


FRANKLIN HICKMAN, ESQ.
Attorney for Dr. Lewis

8/7/02
DATE


ANAND G. GARG, M.D.
Secretary

8/14/02
DATE


RAYMOND J. ALBERT
Supervising Member

8/14/02
DATE


REBECCA J. ALBERS, ESQ.
Assistant Attorney General

8/14/02
DATE