

**STEP II
CONSENT AGREEMENT
BETWEEN
PETER FRAGATOS, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Fragatos enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The 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/or 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 Consent Agreement.
- C. Dr. Fragatos is seeking reinstatement of his certificate to practice medicine and surgery, license number 35.083165, which was indefinitely suspended, but not less than 90 days, pursuant to the Step I Consent Agreement Between Peter Fragatos, M.D., and the State Medical Board of Ohio [March 2010 Step I Consent Agreement], effective March 10, 2010, a copy of which is attached hereto and incorporated herein.

- D. Dr. Fragatos states that he is also licensed to practice medicine and surgery in the States of Michigan (active), New York (active) and the Commonwealth of Pennsylvania (lapsed).
- E. Dr. Fragatos admits that he entered treatment for Alcohol Dependence, Cognitive Inefficiencies, Occupational Problem and Bipolar Disorder at Talbott Recovery Center [Talbott], a Board-approved treatment provider in Atlanta, Georgia, on or about December 28, 2009, and that he was discharged treatment complete following completion of a residential program on or about April 17, 2010.
- F. Dr. Fragatos states and the Board acknowledges receipt of information to support that he has remained compliant with the terms of his Aftercare Contract with The Cleveland Clinic Foundation [The Cleveland Clinic], a Board-approved treatment provider in Cleveland, Ohio, which is effective from on or about July 8, 2010, to July 8, 2012.
- G. Dr. Fragatos states and the Board acknowledges that Gregory Collins, M.D., of The Cleveland Clinic, and Chris Adelman, M.D., of Rosary Hall Chemical Dependency Center, St. Vincent Charity Hospital and Health Center, a Board-approved treatment provider in Cleveland, Ohio, have provided written reports indicating that Dr. Fragatos's ability to practice has been assessed related to his chemical dependency and that he 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.

Dr. Fragatos states and the Board acknowledges that Patrick Enders, M.D., who was approved by the Board for the purpose of conducting a psychiatric evaluation of Dr. Fragatos pursuant to the requirements of paragraph 15.b.iv. of the above-referenced March 2010 Step I Consent Agreement, provided a written report indicating that Dr. Fragatos's ability to practice has been assessed related to his bipolar disorder and that he 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, including that he receive treatment from a psychiatrist at least monthly and individual psychotherapy at least twice a month.

Dr. Fragatos states and the Board acknowledges that David Prewett, Psy. D., who was approved by the Board for the purpose of conducting a neuropsychological evaluation of Dr. Fragatos pursuant to the requirements of paragraph 15.b.iv. of the above-referenced March 2010 Step I Consent Agreement, provided a written report indicating that Dr. Fragatos's ability to practice has been assessed related to his cognitive status and that he has been found capable of practicing medicine and surgery according to acceptable and prevailing standards of care.

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Dr. Fragatos states and the Board acknowledges that Raymond Kobus, M.D., at Hand and Microsurgery, in Columbus, Ohio, who was approved by the Board for the purpose of conduction of an assessment of Dr. Fragatos related to his previous condition of Dupuytren's Contracture pursuant to the requirements of paragraph 15.b.iv. of the above-referenced March 2010 Step I Consent Agreement, provided a written report indicating that Dr. Fragatos's ability to practice has been assessed and that he has been found capable of practicing medicine and surgery according to acceptable and prevailing standards of care.

- H. Dr. Fragatos states and the Board acknowledges receipt of information to support that Dr. Fragatos has fulfilled the conditions for reinstatement of his certificate to practice medicine and surgery in the State of Ohio, as established in the above-referenced March 2010 Step I Consent Agreement between Dr. Fragatos and the Board.

AGREED CONDITIONS

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

1. Dr. Fragatos shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Fragatos 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 his quarterly declaration would have been due pursuant to his March 2010 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.
3. Dr. Fragatos 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 his appearance would have been scheduled pursuant to his March 2010 Step I Consent Agreement with the Board. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.
4. Dr. Fragatos 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,

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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 probationary terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Fragatos 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. Fragatos may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Fragatos is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

5. In the event Dr. Fragatos 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. Fragatos 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. Fragatos's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Fragatos shall make his patient records with regard to such prescribing available for review by an agent of the Board immediately upon request.
7. Dr. Fragatos 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. Fragatos to administer or personally furnish controlled substances, Dr. Fragatos 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. Fragatos's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Fragatos shall make his patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board immediately upon request.

Sobriety

8. Dr. Fragatos shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Fragatos's history of chemical

dependency and psychiatric history. Further, in the event that Dr. Fragatos is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Fragatos shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Fragatos received; the medical purpose for which he 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 him, Dr. Fragatos 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.

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

Drug and Alcohol Screens/Drug Testing Facility and Collection Site

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

Dr. Fragatos 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. Fragatos acknowledges that he 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 11 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. Fragatos shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Fragatos shall be

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negative, except for those substances prescribed, administered, or dispensed to him 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 he 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. Fragatos 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. Fragatos shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Fragatos and the Board-approved drug testing facility and/or collection site. Dr. Fragatos'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. Fragatos and the Board further agree that in the event Dr. Fragatos previously entered into the aforementioned financial and contractual agreements pursuant to the requirements of a prior consent agreement with the Board under which Dr. Fragatos is currently participating in an ongoing urine screening process, then this requirement shall be waived under the instant consent agreement.

Dr. Fragatos 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. Fragatos 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. Fragatos 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. Fragatos must immediately notify the Board in writing, and make arrangements acceptable to the Board pursuant to Paragraph 11 below, as soon as practicable. Dr. Fragatos 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. Fragatos 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.

11. Dr. Fragatos and the Board agree that it is the intent of this Consent Agreement that Dr. Fragatos shall submit his 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. Fragatos, 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. Fragatos:
 - a. Within thirty days of the date upon which Dr. Fragatos 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. Fragatos, he 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. Fragatos 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. Fragatos's residence or employment location, or to a physician who practices in the same locale as Dr. Fragatos. Dr. Fragatos 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. Fragatos 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. Fragatos 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. Fragatos must immediately notify the Board in writing. Dr. Fragatos shall further ensure that the previously designated alternate drug testing facility and

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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 his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Fragatos 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. Fragatos.

- d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Fragatos's designated alternate drug testing facility and/or collection site, or any person proposed to serve as his 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 March 2010 Step I Consent Agreement between Dr. Fragatos and the Board, Dr. Fragatos and the Board agree that the entity, facility or person previously approved by the Board to so serve pursuant to the March 2010 Step I Consent Agreement is hereby approved to continue as Dr. Fragatos's designated alternate drug testing facility and collection site or as his supervising physician under this Consent Agreement.
12. 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. Fragatos's quarterly declaration. It is Dr. Fragatos's responsibility to ensure that reports are timely submitted.
13. The Board retains the right to require, and Dr. Fragatos 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. Fragatos, or for any other purpose, at Dr. Fragatos's expense upon the Board's request and without prior notice. Dr. Fragatos'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.

Mental Health Treatment

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14. Within thirty days of the effective date of this Consent Agreement, Dr. Fragatos shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the Board, Dr. Fragatos shall undergo and continue psychiatric treatment at least monthly, coupled with individual psychotherapy, at least once every two weeks, or as otherwise directed by the Board. Dr. Fragatos shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered. Dr. Fragatos shall ensure that psychiatric reports are forwarded by his treating psychiatrist to the Board on a quarterly basis, or as otherwise directed by the Board. The psychiatric reports shall contain information describing Dr. Fragatos's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Fragatos's compliance with his treatment plan; Dr. Fragatos's mental status; Dr. Fragatos's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Fragatos shall ensure that his treating psychiatrist immediately notifies the Board of his failure to comply with his psychiatric treatment plan and/or any determination that Dr. Fragatos is unable to practice due to his psychiatric disorder. It is Dr. Fragatos's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Fragatos's quarterly declaration.

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

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In the event that the designated treating psychiatrist and/or licensed mental health professional becomes unable or unwilling to serve in this capacity, Dr. Fragatos must immediately so notify the Board in writing. In addition, Dr. Fragatos 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. Fragatos 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. Fragatos's designated treating psychiatrist and/or any licensed mental health professional proposed to serve as Dr. Fragatos's 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. Fragatos's 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.

Monitoring Physician

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

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

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

In addition, Dr. Fragatos 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. Fragatos 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. Fragatos's designated monitoring physician, or to withdraw approval of any person previously approved to serve as Dr. Fragatos'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.

Rehabilitation Program

16. Dr. Fragatos 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.

Dr. Fragatos 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. Fragatos's quarterly declarations.

Aftercare

17. Dr. Fragatos shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.
18. Dr. Fragatos shall maintain continued compliance with the terms of the aftercare contract entered into with a Board-approved treatment provider, provided that, where terms of the aftercare contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Releases

19. Dr. Fragatos 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. Fragatos's chemical dependency, psychiatric condition, cognitive function, Dupuytren's Contracture, and/or any 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. Fragatos further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment plan, 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

20. Within thirty days of the effective date of this Consent Agreement, Dr. Fragatos shall provide a copy of this Consent Agreement to all employers or entities with which he 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 he has privileges or appointments. Further, Dr. Fragatos shall promptly provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments. In the event that Dr. Fragatos 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. Fragatos shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Fragatos 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.
21. Within thirty days of the effective date of this Consent Agreement, Dr. Fragatos shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Fragatos further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which he applies for any professional license or for reinstatement of any professional license. Further, Dr. Fragatos shall

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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. Fragatos shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Fragatos evaluation, treatment or monitoring of his chemical dependency, psychiatric condition, cognitive function, Dupuytren's Contracture, and/or any related conditons. Further, Dr. Fragatos 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.
23. Dr. Fragatos 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. Fragatos 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. Fragatos has violated any term, condition or limitation of this Consent Agreement, Dr. Fragatos agrees that the violation, as alleged, also constitutes clear and convincing evidence that his continued practice presents a danger of immediate and serious harm

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to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

DURATION/MODIFICATION OF TERMS

Dr. Fragatos shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Fragatos shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year, except that Dr. Fragatos may make such request with the mutual approval and joint recommendation of the Secretary and Supervising Member. Otherwise, the above-described terms, limitations and conditions 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. Fragatos, 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. Fragatos and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Fragatos acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Fragatos 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. Fragatos acknowledges that his social security number will be used if this information is so reported and agrees to provide his 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.

Peter Fragos
PETER FRAGATOS, M.D.,

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

12/1/10
DATE

12-8-10
DATE

Eric Plinke
ERIC PLINKE
Attorney for Dr. Fragos

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

12/1/10
DATE

12/8/10
DATE

Marcie Pastrick
MARCIE PASTRICK
Enforcement Attorney

Dec. 2, 2010
DATE

STEP I
CONSENT AGREEMENT
BETWEEN
PETER FRAGATOS, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO

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

Dr. Fragatos enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The 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/or 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 and F below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.
- C. Dr. Fragatos is licensed to practice medicine and surgery in the State of Ohio, License number 35.083165.
- D. Dr. Fragatos states that he is also licensed to practice medicine and surgery in the States of Michigan (active), New York (active) and the Commonwealth of Pennsylvania (lapsed).

- E. Dr. Fragatos admits that he previously entered into a Consent Agreement Between Peter Fragatos, M.D., and the State Medical Board of Ohio, effective August 15, 2003, related to his history of chemical dependency, his diagnosis of bipolar disorder, his failure to disclose certain information in his initial application for licensure, his diagnosis of Dupuytren's Contracture, and evaluation related to his cognitive status. Dr. Fragatos admits that he requested release from the terms of the August 15, 2003 Consent Agreement; and by vote, the Board granted him release, effective August 13, 2008.
- F. Dr. Fragatos admits that in or about December 2008, he relapsed on alcohol, but did not self-report to the Board as required until on or about January 8, 2010. Dr. Fragatos further admits that in or about January 2009, he was involved in a single car accident where he suffered a thoracic fracture and concussion, and subsequently received rehabilitation and treatment for these injuries for two months, although he did not receive any formal treatment related to his relapse. Dr. Fragatos further admits that during this treatment for his injuries, he intermittently ceased consuming alcohol, but in or about September 2009, he resumed consuming alcohol on a frequent basis, specifically Vodka with increased tolerance. Dr. Fragatos further admits that in or about December 2009, his family, friends and an AA sponsor intervened based on his health and consumption of alcohol. Dr. Fragatos further admits that as a consequence, he entered Talbott Recovery Center, a Board-approved treatment provider in Atlanta, Georgia, and he remains in treatment at this center to date. Dr. Fragatos further admits that his initial diagnoses include Alcohol Dependence, Cognitive Inefficiencies, Occupational Problem and Bipolar Disorder.

Dr. Fragatos states that he has not been engaged in the active practice of medicine and surgery since on or about January 22, 2009.

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

SUSPENSION OF CERTIFICATE

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

Obey all Laws

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

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Sobriety

3. Dr. Fragatos shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Fragatos' history of chemical dependency and psychiatric condition. Further, in the event that Dr. Fragatos is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Fragatos shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Fragatos received; the medical purpose for which he 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 him, Dr. Fragatos 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. Fragatos shall abstain completely from the use of alcohol.

Absences from Ohio

5. Dr. Fragatos 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. Fragatos 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. Fragatos may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Fragatos 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. Fragatos 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. Fragatos' chemical dependency and psychiatric condition 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-

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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. Fragatos further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.

7. Dr. Fragatos 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. Fragatos 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; Drug Testing Facility and Collection Site

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

Dr. Fragatos 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. Fragatos acknowledges that he 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

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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. Fragatos shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Fragatos shall be negative, except for those substances prescribed, administered, or dispensed to him 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 he 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. Fragatos 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. Fragatos shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Fragatos and the Board-approved drug testing facility and/or collection site. Dr. Fragatos' 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. Fragatos 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. Fragatos 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. Fragatos 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. Fragatos must immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph 10 below, as soon as practicable. Dr. Fragatos 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. Fragatos 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. Fragatos and the Board agree that it is the intent of this Consent Agreement that Dr. Fragatos shall submit his 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. Fragatos, 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. Fragatos:
 - a. Within thirty days of the date upon which Dr. Fragatos 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. Fragatos, he 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. Fragatos 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. Fragatos' residence or employment location, or to a physician who practices in the same locale as Dr. Fragatos. Dr. Fragatos 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. Fragatos 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. Fragatos 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. Fragatos

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must immediately notify the Board in writing. Dr. Fragatos 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 his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Fragatos 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. Fragatos.

- d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Fragatos' designated alternate drug testing facility and/or collection site, or any person proposed to serve as his 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. Fragatos' quarterly declaration. It is Dr. Fragatos' responsibility to ensure that reports are timely submitted.
12. The Board retains the right to require, and Dr. Fragatos 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. Fragatos, or for any other purpose, at Dr. Fragatos' expense upon the Board's request and without prior notice. Dr. Fragatos' 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. Fragatos 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. Fragatos shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which

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must be received in the Board's offices no later than the due date for Dr. Fragatos' quarterly declarations.

14. Immediately upon completion of any required treatment for chemical dependency, Dr. Fragatos shall enter into an aftercare contract with a Board-approved treatment provider and shall maintain continued compliance with the terms of said aftercare contract, provided that, where the terms of the aftercare contract conflict with the terms of this Consent Agreement, the terms of this Consent Agreement shall control.

CONDITIONS FOR REINSTATEMENT

15. The Board shall not consider reinstatement or restoration of Dr. Fragatos' certificate to practice medicine and surgery until all of the following conditions are met:
 - a. Dr. Fragatos shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
 - b. Dr. Fragatos shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
 - i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that Dr. Fragatos has successfully completed any required inpatient treatment, including at least twenty-eight days of inpatient or residential treatment for chemical abuse/dependence, as set forth in Rules 4731-16-02 and 4731-16-08, Ohio Administrative Code, completed consecutively.
 - ii. Evidence of continuing full compliance with, or successful completion of, 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. Five written reports indicating that Dr. Fragatos' ability to practice has been assessed and that he 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. Fragatos. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Fragatos shall provide the evaluators with copies of patient records from any evaluations and/or treatment that he 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. Fragatos, and any conditions, restrictions, or limitations that should be imposed on Dr. Fragatos' practice. The reports shall also describe the basis for the evaluator's determinations.

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

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

One report shall be made by Dr. Raymond Kobus, at Hand and Microsurgery, 3400 Olentangy River Road, Suite 200, Columbus, Ohio, or another hand specialist approved in advance by the Board, who shall conduct an assessment of Dr. Fragatos related to his previous condition of Dupuytren's Contracture. Prior to the examination, Dr. Fragatos shall provide the evaluating hand specialist with copies of patient records from any prior evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The report from the evaluating hand specialist shall include his or her diagnoses and conclusions; any recommendations for care and/or treatment for the diagnoses; any conditions, restrictions, or limitations that should be imposed on Dr. Fragatos' practice; and the basis for the evaluating hand specialist'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. 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.

- c. Dr. Fragatos shall enter into a written consent agreement 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. Fragatos are unable to agree on the terms of a written Consent Agreement, then Dr. Fragatos 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. Fragatos that said hearing has been scheduled, advising Dr. Fragatos of his hearing rights, and stating the date, time, and location of the hearing at which the Board will present its evidence, after which the Board will make a determination of the matter by Board Order.

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

16. In the event that Dr. Fragatos 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. Fragatos' fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

17. Within thirty days of the effective date of this Consent Agreement, Dr. Fragatos shall provide a copy of this Consent Agreement to all employers or entities with which he 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 he has privileges or appointments. Further, Dr. Fragatos shall promptly provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments. In the event that Dr. Fragatos

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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. Fragatos shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Fragatos 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. Fragatos shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Fragatos further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which he applies for any professional license or reinstatement of any professional license. Further, Dr. Fragatos 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. Fragatos shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Fragatos chemical dependency treatment or monitoring. Further, Dr. Fragatos 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

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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. Fragatos 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 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. Fragatos, 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.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Fragatos 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. Fragatos acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Fragatos 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. Fragatos acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

2010-3-10

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.

Peter Fragos
PETER FRAGATOS, M.D.

Lance A. Talmage MD/B&J
LANCE A. TALMAGE, M.D. *by authorization*
Secretary

2/5/2010
DATE

March 10, 2010
DATE

Eric Plinke
ERIC PLINKE
Attorney for Dr. Fragos

Raymond J. Albert/B&J
RAYMOND J. ALBERT *by authorization*
Supervising Member

2/8/10
DATE

March 10, 2010
DATE

Marcie Pastrick
MARCIE PASTRICK
Enforcement Attorney

2/17/10
DATE

**CONSENT AGREEMENT
BETWEEN
PETER FRAGATOS, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Fragatos enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22, 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)(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;" 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/or 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."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(5), (B)(19) and (B)(26), Ohio Revised Code, as set forth in Paragraphs D through L, below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.
- C. Dr. Fragatos states that he is licensed to practice medicine and surgery in the States of Michigan (active), New York (active), and Pennsylvania (lapsed).

- D. Dr. Fragatos further states, and the Board acknowledges, that on or about October 8, 2002, he submitted to the Board an Application for Certificate – Medicine or Osteopathic Medicine [application], and that his application remains pending to date.
- E. Dr. Fragatos admits that in completing his application he answered “No” to Question 22(a) which asks, “Within the last ten years, have you been diagnosed with or have you been treated for, bipolar disorder, schizophrenia, paranoia, or any other psychotic disorder?” despite having received a diagnosis of bipolar disorder from the treatment team at the Betty Ford Center, in Rancho Mirage, California, in early 2002. Dr. Fragatos states, however, that in furtherance of his application he requested that the Betty Ford Center provide information to the Board, and the Board acknowledges receipt of information from the Betty Ford Center reporting Dr. Fragatos’ treatment for alcohol dependence and diagnosed bipolar disorder.
- F. Dr. Fragatos further admits that treatment records reflect that he was evaluated at Henry Ford Behavioral Health, in West Bloomfield, Michigan, on or about June 21, 1999, at the request of his employer after a patient reported having smelled alcohol on Dr. Fragatos’ breath while Dr. Fragatos was working at a hospital, and a subsequent blood alcohol test indicated the presence of alcohol. Dr. Fragatos further admits that treatment records reflect that during this evaluation he reported that there had been prior reports of alcohol having been smelled on his breath while he was working. Dr. Fragatos further admits that his discharge summary noted that he failed to present a clear pattern of alcoholism, but he did demonstrate alcohol abuse with a tendency towards minimization; that alcohol use was threatening his job; that he had a history of depression; that he should initiate a complete alcohol abstinence regime; and that he should follow up with a psychiatric consultation to determine the degree of his depression and the need for antidepressant medications.
- G. Dr. Fragatos further admits that treatment records reflect that on or about April 9, 2001, he entered residential treatment for alcoholism at Marworth, a Board-approved treatment provider in Pennsylvania. Dr. Fragatos further admits that such treatment was precipitated by his having returned to active alcohol use while participating in a monitoring program with the Committee for Physicians’ Health [CPH], in Albany, New York, and treatment records reflect that during this period of use multiple patients reported having smelled alcohol on his breath while he was at work. Dr. Fragatos further admits that he was discharged from treatment on June 22, 2001, with final diagnoses including alcohol dependence and with recommendations that he resume outpatient therapy, group therapy and individual psychotherapy.
- H. Dr. Fragatos further admits that on or about November 30, 2001, CPH referred him to the Betty Ford Center after a urine specimen he submitted for drug screening tested positive for alcohol. Dr. Fragatos further admits that on or about January 6, 2002, he entered residential treatment for alcohol dependence at the Betty Ford Center, and that he was discharged on or about March 16, 2002, with final diagnoses of alcohol dependence

and bipolar disorder, mixed. Dr. Fragatos further admits that the Betty Ford Center recommendations included that he obtain a psychiatrist well-versed in both addiction and psychiatric care to follow his dual disorder diagnosis, attend AA meetings, obtain a sponsor, and resume therapy.

- I. Dr. Fragatos further admits that his former treating psychiatrist from Manlius, New York, reported to the Board that while he treated Dr. Fragatos from April to December 2002 for diagnoses of bipolar disorder, mixed, and alcohol dependence, Dr. Fragatos exhibited non-compliance with treatment providers' recommendations, that he was reluctant to admit his need to be in treatment, and that he had no continuity of care with his care providers to develop any treatment plan and consistent monitoring. Dr. Fragatos further admits that the psychiatrist strongly recommended that Dr. Fragatos stay in treatment and be monitored for compliance.
- J. Dr. Fragatos admits that on March 17, 2003, he submitted to a three-day inpatient examination at Shepherd Hill Hospital, a Board approved treatment provider in Newark, Ohio, as ordered by the Board for purposes of determining whether he is in violation of Sections 4731.22(B)(19) and/or (B)(26), Ohio Revised Code. Dr. Fragatos further admits that subsequently Richard Whitney, M.D., of Shepherd Hill Hospital submitted to the Board a written report indicating that Dr. Fragatos had been assessed at Shepherd Hill Hospital, at which time it was determined that his diagnoses include alcohol dependence and bipolar disorder. Dr. Whitney further indicated that, from an addiction medicine perspective, he found Dr. Fragatos 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, including regular meetings with his psychiatrist, taking medications as prescribed, and monitoring by the Ohio Physicians Effectiveness Program [OPEP].

In addition, Dr. Fragatos admits that, while at Shepherd Hill Hospital, he was psychiatrically evaluated by Phillip L. Borders, M.D. Dr. Fragatos further admits that evaluation records indicate that Dr. Borders findings included that Dr. Fragatos' bipolar disorder to be stable to the point that Dr. Fragatos is able to function as a physician, and recommended continued psychiatric treatment on a monthly basis, with medication management, and psychotherapy every one-to-two weeks.

Dr. Fragatos further admits that as a result of his examination at Shepherd Hill Hospital it was recommended that he undergo neuropsychological testing due to some detected memory disturbances. Dr. Fragatos further admits that John J. Blasé, Ph.D., a psychologist in Southfield, Michigan, performed this testing on March 27, 2003, and further admits that, in summary, Dr. Blasé offered the following opinion:

To address the issue about Dr. Fragatos' cognitive difficulties and whether or not they would interfere with his ability to function in his medical specialty, it is my opinion that these difficulties are not necessarily an obstacle to his ability

to continue his practice . . . I believe that the problems that are defined as a result of this test battery are more likely to have an impact on new learning or his ability to comprehend and retain information in an unfamiliar or new field of endeavor . . . I believe that there is no cognitive or neuropsychological deficit that would prevent him from continuing in his chosen profession.

- K. Dr. Fragatos states, and the Board acknowledges receipt of information to support, that he has been compliant with the advocacy contract into which he entered with OPEP on or about April 14, 2003, including submitting to random urine screenings for drugs and alcohol on a weekly basis. Dr. Fragatos further states that such advocacy contract remains in effect to date. Dr. Fragatos further states, and the Board acknowledges receipt of information to support, that he currently receives treatment from a psychiatrist for his diagnoses of bipolar disorder, that he attends Caduceus meetings weekly at Shepherd Hill Hospital, and that he attends AA meetings at least twice a week.

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. Fragatos shall be granted a certificate to practice medicine and surgery in the State of Ohio, upon receipt and appropriateness of necessary documentation, and Dr. Fragatos knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

REPRIMAND

1. Dr. Fragatos is hereby REPRIMANDED for his violation of Section 4731.22(B)(5), Ohio Revised Code, as set forth in Paragraph E above.

PROBATIONARY TERMS, CONDITIONS AND LIMITATIONS

2. Dr. Fragatos shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
3. Dr. Fragatos shall submit quarterly declarations under penalty of Board disciplinary action or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which this Consent Agreement becomes effective. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
4. Dr. Fragatos 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.

5. In the event that Dr. Fragatos should leave Ohio for three continuous months, or reside or practice outside the State, Dr. Fragatos 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.
6. In the event Dr. Fragatos 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

Drug Associated Restrictions

7. Dr. Fragatos 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. Fragatos' personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Fragatos shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
8. Dr. Fragatos shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 9 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. Fragatos to administer or personally furnish controlled substances, Dr. Fragatos 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. Fragatos' personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Fragatos shall make his patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board upon request.

Sobriety

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

10. Dr. Fragatos shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Supervising Physician

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

Saliva Screenings

12. Before engaging in any medical practice, Dr. Fragatos shall submit a plan for saliva screening administration, to include detailed information as to the type of testing device and testing ranges to be utilized, as well as the name of the individual(s) who will administer such screenings, for prior written approval by the Secretary or Supervising

Member of the Board. The Secretary and Supervising Member shall consider, among other factors, whether the proposed testing device and testing ranges are adequate, which will ensure the protection of the public, prior to approval or disapproval of the proposed plan.

Dr. Fragatos shall submit to a saliva screening, in accordance with the approved plan, prior to commencement of each work period or as otherwise directed by the Board. In the event that the saliva screening indicates the presence of alcohol, Dr. Fragatos shall immediately submit a blood specimen for analysis, at his expense, and shall refrain from work during that work period.

Dr. Fragatos shall immediately notify the Board of any positive saliva results and all blood screening results. Such notice shall be through telephone communication to the Board at the earliest opportunity, and shall be followed by written communication to the Board. In addition, Dr. Fragatos shall ensure that all blood screening reports are immediately forwarded directly to the Board.

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

Further, any request by Dr. Fragatos for modification of the requirement that he submit to saliva screenings prior to commencement of each work period as set forth in this paragraph shall be accompanied by documentation from a physician affiliated with a Board approved treatment provider and approved in advance by the Board for this purpose, who has evaluated Dr. Fragatos, indicating that such physician supports Dr. Fragatos' request for modification.

13. The Board retains the right to require, and Dr. Fragatos agrees to submit, blood or urine specimens for analysis, for any substance and/or for therapeutic levels of medication that may be prescribed for Dr. Fragatos' psychiatric disorder, at Dr. Fragatos' expense upon the Board's request and without prior notice. Dr. Fragatos' 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 Treatment

14. Within thirty days of the effective date of this Consent Agreement, Dr. Fragatos shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of his choice. The nominated psychiatrist shall be knowledgeable, by education and experience, in the diagnosis and treatment of bipolar disorder and shall practice in the same locale as, or a geographically close locale to, Dr. Fragatos' practice or residence locale. Upon approval by the Board, Dr. Fragatos shall undergo and continue psychiatric

treatment, to include individual psychotherapy at least once every two weeks or as otherwise directed by the Board. Dr. Fragatos shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered by his approved treating psychiatrist for his psychiatric disorder.

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

The psychotherapy required pursuant to this paragraph may be delegated by Dr. Fragatos' treating psychiatrist to an appropriately licensed mental health professional approved in advance by the Board, so long as Dr. Fragatos' treating psychiatrist oversees/supervises such psychotherapy; includes information concerning Dr. Fragatos' participation and progress in psychotherapy in his or her reports; and continues to meet personally with Dr. Fragatos at least once per month.

Should the psychotherapy required pursuant to this provision be delegated to a licensed mental health profession, Dr. Fragatos shall ensure that psychotherapy reports are forwarded by his 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. Fragatos' current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Fragatos' compliance with his treatment plan; Dr. Fragatos' mental status; Dr. Fragatos' progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Fragatos shall ensure that his treating licensed mental health professional immediately notifies the Board of his failure to comply with his psychotherapy treatment plan. These psychotherapy reports shall be in addition to the psychiatric reports.

In the event that the designated treating psychiatrist or licensed mental health professional becomes unable or unwilling to serve in this capacity, Dr. Fragatos must immediately so notify the Board in writing. In addition, Dr. Fragatos shall make arrangements acceptable to the Board for another treating psychiatrist or licensed mental health professional within thirty days after the previously designated treating psychiatrist or licensed mental health professional becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Fragatos shall ensure that the

previously designated treating psychiatrist or licensed mental health professional also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

Monitoring Physician

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

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

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

Observation by Another Neurosurgeon

16. Dr. Fragatos shall not engage in the performance of, or supervision of the performance of, surgery without a Board approved physician observer present until:
 - a. Dr. Fragatos has been observed, by a Board approved physician observer, performing each of the following procedures a minimum of two times: cervical laminectomy, lumbar laminectomy, cervical fusion, lumbar fusion, and craniotomy, as well as a minimum of two vascular procedures; and
 - b. the Board approved physician observer, for each observed procedure performed by Dr. Fragatos, has submitted to the Board a report concerning each such

observed procedure, accompanied by a copy of the operative report for each observed procedure, specifically reporting on whether Dr. Fragatos' performance was within acceptable and prevailing standards of care, and including observations of Dr. Fragatos' manual dexterity, small motor coordination, and problem solving during intense periods in the operating room, and whether following such observation the Board approved physician observer finds Dr. Fragatos to demonstrate any indications of inability or impaired ability to practice; and

- c. the Board has notified Dr. Fragatos in writing that he is released from the provisions of this paragraph and that he may perform surgery, or specified surgical procedures, without a Board approved physician observer present.

Before engaging in the observed performance of surgery as permitted by this paragraph, Dr. Fragatos shall submit the name(s) and curriculum vitae(s) of a physician observer for prior written approval by the Secretary of the Board. The physician observer(s) shall be a Board Certified Neurosurgeon. Upon approval by the Board of any physician observer pursuant to this paragraph, Dr. Fragatos shall provide to the physician observer a copy of this Consent Agreement.

Nothing in this paragraph is intended to limit Dr. Fragatos' performance of, or supervision of the performance of, non-surgical procedures.

Rehabilitation Program

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

Physician Health Program

18. Dr. Fragatos shall maintain continued compliance with the terms of the advocacy contract entered into with the Ohio Physicians Effectiveness Program, or, if approved in advance by the Board, another physician health program, provided that, where terms of the advocacy contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Releases

19. Dr. Fragatos shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treatment providers to the Board, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for them to fulfill their respective duties and obligations.

Required Reporting by Licensee

20. Within thirty days of the effective date of this Consent Agreement, Dr. Fragatos shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Fragatos shall provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments.
21. Within thirty days of the effective date of this Consent Agreement, Dr. Fragatos shall provide a copy of this Consent Agreement by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license. Dr. Fragatos further agrees to provide a copy of this Consent Agreement by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for any professional license or for reinstatement of any professional license. Further, Dr. Fragatos 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. Fragatos 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. Fragatos has violated any term, condition or limitation of this Consent Agreement, Dr. Fragatos agrees that the violation, as alleged, also constitutes clear and convincing evidence that his continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

DURATION/MODIFICATION OF TERMS

Dr. Fragatos shall not request termination of this Consent Agreement for a minimum of five years. In addition, with the exception of the frequency of the saliva screenings as set forth in paragraph 12, to which Dr. Fragatos may request modification after 180 days to become effective, if approved, no

sooner than 210 days from the date of this Consent Agreement, Dr. Fragatos shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Fragatos acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

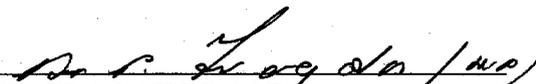
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Fragatos 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. Fragatos agrees to provide his 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.

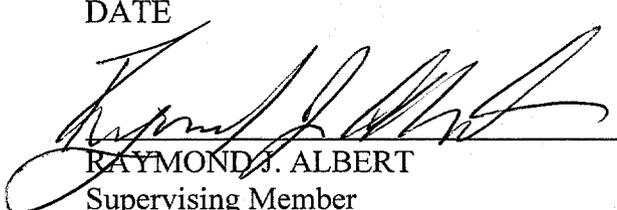

PETER FRAGATOS, M.D.


LANCE A. TALMAGE, M.D.
Secretary

8/13/03
DATE

8-13-03
DATE


JOHN CARNEY, Esq.
Attorney for Dr. Fragatos


RAYMOND J. ALBERT
Supervising Member

8/13/03
DATE

8/13/03
DATE

Marcie Burrow

MARCIE BURROW, Esq.
Enforcement Coordinator

August 15, 2003

DATE