

**PROBATIONARY CONSENT AGREEMENT
BETWEEN
SRIPRIYA DOSS KOLAKALUR, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

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

BASIS FOR ACTION

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

- A. The Board is empowered by Section 4731.22(B)(19), 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 "[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."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(19), Ohio Revised Code, as set forth in Paragraph E, below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.
- C. Dr. Kolakalur is licensed to practice medicine and surgery in the State of Ohio, License # 35.088235.
- D. Dr. Kolakalur states that she is not licensed to practice in any other state or jurisdiction.
- E. Dr. Kolakalur admits that she first received psychiatric treatment in 1995 for a depressive episode during the beginning of medical school. Dr. Kolakalur also admits that in or around 2001, she was diagnosed as having depression with psychotic features. Dr. Kolakalur further admits that she discontinued her treatment after

entering a residency program in 2004, and that during her second year of residency she was referred to a psychiatrist by her program director. Dr. Kolakalur further admits that after establishing care with a psychiatrist in late 2004, she was diagnosed as having major depression with mood congruent psychosis. Dr. Kolakalur further admits that she has been prescribed medications, including Abilify and Zyprexa, that her psychiatrist has questioned her in the past about not consistently taking her medications and that she was strongly encouraged to take her medications as directed.

Dr. Kolakalur admits that on or about May 29, 2008, she underwent a Board-ordered psychiatric evaluation, which resulted in the determination that she has the diagnosis of Major Depressive Disorder, Recurrent, Severe with Psychotic Features. Dr. Kolakalur also admits that the evaluating psychiatrist opined with reasonable medical certainty that Dr. Kolakalur is presently capable of practicing medicine according to acceptable and prevailing standards of care; however, due to her recurrent Major Depression with Psychotic Features, Dr. Kolakalur was incapable of practicing medicine according to acceptable and prevailing standards of care at various periods of times in the past. Dr. Kolakalur further admits that the evaluating psychiatrist opined with reasonable medical certainty that Dr. Kolakalur's condition is amenable to treatment and that she is capable of practicing medicine according to acceptable and prevailing standards of care subject to certain interventions in order to treat Dr. Kolakalur's symptoms, reduce the risk of relapse, and maintain her ability to practice safely. Dr. Kolakalur acknowledges that such treatment and monitoring conditions include that Dr. Kolakalur should receive outpatient medication management and treatment with a qualified psychiatrist; comply with all treatment recommendations and medications prescribed by her treating psychiatrist, including antipsychotic medications; authorize her treating psychiatrist to submit periodic reports to the Board on the status of Dr. Kolakalur's mental disorder and compliance with treatment; and agree to limit or cease practicing if her treating psychiatrist makes such a recommendation, or if she experiences an exacerbation of her depressive symptoms to the extent that she is disabled from practicing medicine according to acceptable and prevailing standards of care, or if she experiences a psychotic episode.

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

1. Dr. Kolakalur shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Kolakalur 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, 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. Kolakalur 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.
4. Dr. Kolakalur 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 probationary terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Kolakalur 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. Kolakalur may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Kolakalur 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. Kolakalur 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 AND TREATMENT

Psychiatric Treatment

6. Within thirty days of the effective date of this Consent Agreement, Dr. Kolakalur shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of her choice. Upon approval by the Board, Dr. Kolakalur shall undergo and continue psychiatric treatment at least once every fifteen days or as otherwise directed by the Board. Dr. Kolakalur shall comply with her psychiatric treatment plan, including taking medications as prescribed and/or ordered by her approved treating psychiatrist for her psychiatric disorders. Dr. Kolakalur shall ensure that psychiatric reports are forwarded by her treating psychiatrist to the Board on a

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

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

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

The Board retains the right to require, and Dr. Kolakalur agrees to submit, blood, urine, breath, saliva and/or hair specimens for analysis of therapeutic levels of medications that may be prescribed for Dr. Kolakalur, or for any other purpose, at Dr. Kolakalur's expense upon the Board's request and without prior notice. Dr. Kolakalur'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.

Monitoring Physician

7. Within thirty days of the effective date of this Consent Agreement, Dr. Kolakalur 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. Kolakalur and who is engaged in the same or similar practice specialty.

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

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Kolakalur must immediately so notify the Board in writing. In addition, Dr. Kolakalur 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. Kolakalur 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. Kolakalur's designated monitoring physician, or to withdraw approval of any person previously approved to serve as Dr. Kolakalur'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.

Cessation of Practice

8. If Dr. Kolakalur's monitoring physician, treating psychiatrist or other treating physician advises Dr. Kolakalur it is that individual's opinion that Dr. Kolakalur is unable to practice medicine according to acceptable and prevailing standards of care for any reason, Dr. Kolakalur shall notify the Board within 48 hours, identifying the individual who so advised, and Dr. Kolakalur shall immediately temporarily cease active practice until she has been evaluated by the psychiatrist approved by the Board pursuant to Paragraph 6, above, or another psychiatrist approved in advance by the Board, related to Dr. Kolakalur's ability to practice, and has been notified in writing by the Board that the Board has received from such evaluating psychiatrist a written report in which such evaluating psychiatrist has opined that Dr. Kolakalur is capable of practicing according to acceptable and prevailing standards of care at that time, and

addressing whether any additional treatment, monitoring, or supervision of Dr. Kolakalur or any conditions, restrictions, or limitations on Dr. Kolakalur's practice are recommended, and if so, what. In the event that the individual who is of the opinion that Dr. Kolakalur is unable to practice medicine according to acceptable and prevailing standards of care is not Dr. Kolakalur's treating psychiatrist, then Dr. Kolakalur agrees that the Board will provide information concerning that individual's opinion and/or report to the evaluating psychiatrist for purposes of the evaluation related to Dr. Kolakalur's ability to practice.

Further, Dr. Kolakalur expressly agrees that any such temporary cessation of practice shall in no way limit the Board's authority to initiate formal proceedings, including summarily suspending her certificate to practice medicine and surgery pursuant to the terms of this Consent Agreement and/or Section 4731.22(G), Ohio Revised Code, based upon violation of Section 4731.22(B)(19), Ohio Revised Code, or any other violations of Chapter 4731. of the Revised Code.

Releases

9. Dr. Kolakalur 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. Kolakalur's psychiatric conditions or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Kolakalur further agrees to provide the Board written consent permitting any treatment provider from whom she obtains treatment to notify the Board in the event she fails to agree to or comply with any treatment contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.

Required Reporting by Licensee

10. Within thirty days of the effective date of this Consent Agreement, Dr. Kolakalur shall provide a copy of this Consent Agreement to all employers or entities with which she is under contract to provide health care services (including but not limited to third party payors) or is receiving training, and the Chief of Staff at each hospital where she has privileges or appointments. Further, Dr. Kolakalur shall promptly provide a copy of this Consent Agreement to all employers or entities with which she contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where she applies for or obtains privileges or appointments. In the event that Dr. Kolakalur 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. Kolakalur shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Kolakalur 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.

11. Within thirty days of the effective date of this Consent Agreement, Dr. Kolakalur shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which she currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which she currently holds any license or certificate. Dr. Kolakalur further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which she applies for any professional license or for reinstatement of any professional license. Further, Dr. Kolakalur 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.
12. Dr. Kolakalur shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Kolakalur psychiatric treatment or monitoring. Further, Dr. Kolakalur 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.

13. Dr. Kolakalur 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. Kolakalur 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. Kolakalur has violated any term, condition or limitation of this Consent Agreement, Dr. Kolakalur agrees that the violation, as alleged, also constitutes clear and convincing evidence that her continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

DURATION/MODIFICATION OF TERMS

Dr. Kolakalur shall not request termination of this Consent Agreement for a minimum of two years. In addition, Dr. Kolakalur shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year, except that Dr. Kolakalur may request modification of the frequency of psychiatric treatment as required pursuant to Paragraph 6 of this Consent Agreement. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

In the event that the Board initiates future formal proceedings against Dr. Kolakalur, 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.

ACKNOWLEDGMENTS/LIABILITY RELEASE

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

Any action initiated by the Board based on alleged violations of this Consent Agreement shall

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comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

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

EFFECTIVE DATE

It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.



SRIPRIYA DOSS KOLAKALUR, M.D.



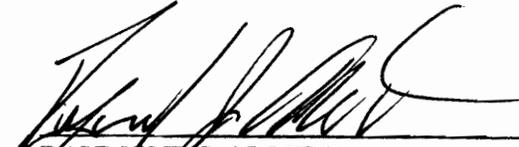
LANCE A. TALMAGE, M.D.
Secretary

9/30/08

DATE

10-8-08

DATE



RAYMOND J. ALBERT
Supervising Member

10/8/08

DATE

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Mark R. Blackmer
MARK R. BLACKMER
Enforcement Attorney

October 2, 2008
DATE