

**STEP II
CONSENT AGREEMENT
BETWEEN
DIXIE A. DOOLEY, D.P.M.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Dooley 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(s) 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;" 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 violation of Sections 4731.22(B)(26) and 4731.22(B)(5), Ohio Revised Code, as set forth in Paragraph E of the Step I Consent Agreement Between Dixie A. Dooley, D.P.M., and the State Medical Board of Ohio, effective April 12, 2006, [April 2006 Step I Consent Agreement], and as set forth in Paragraph E below. The Board 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, including, but not limited to, any violations related to practicing podiatric medicine or surgery while his certificate was suspended.

OHIO STATE MEDICAL BOARD

AUG 31 2006

A copy of the April 2006 Step I Consent Agreement is attached hereto and fully incorporated herein.

- C. Dr. Dooley's license to practice podiatric medicine and surgery in the State of Ohio, License # 36. 001778, was suspended pursuant to the terms of the above-referenced April 2006 Step I Consent Agreement.
- D. Dr. Dooley states that he is not licensed to practice podiatric medicine and surgery in any other state or jurisdiction.
- E. Dr. Dooley admits, and the Board acknowledges receipt of information to support, that on or about March 28, 2006, he entered Glenbeigh Hospital, a Board-approved treatment provider in Rock Creek, Ohio, for a Board-ordered seventy-two-hour inpatient evaluation for chemical dependency, and was discharged on April 28, 2006, treatment complete, with diagnoses of marijuana abuse and anxiety disorder, not otherwise specified.

Dr. Dooley states, and the Board acknowledges receipt of information to support, that Dr. Dooley entered into aftercare contracts with Glenbeigh Hospital on April 27, 2006, and with Bethesda Alcohol and Drug Treatment Program on June 1, 2006, and remains in compliance with such contracts.

Dr. Dooley states, and the Board acknowledges receipt of information to support, that Dr. Dooley entered into an advocacy contract with the Ohio Physicians Health Program [OPHP] on May 15, 2006, whereby, among other terms and conditions, he agreed to attend three twelve-step meetings and one Caduceus meeting per week. Dr. Dooley states, and the Board acknowledges receipt of information to support, that he remains compliant with his OPHP advocacy contract.

Dr. Dooley states, and the Board acknowledges receipt of information to support, that on or about June 7, 2006, David D. Goldberg, D.O., of Greene Memorial Hospital, a Board-approved treatment provider, assessed Dr. Dooley with respect to his chemical dependency status, and opined that Dr. Dooley is capable of practicing podiatric medicine according to acceptable and prevailing standards of care, subject to conditions including adherence to requirements outlined by OPHP.

Dr. Dooley states, and the Board acknowledges receipt of information to support, that on or about June 20, 2006, Edna Marie Jones, M.D., Medical Director of the Woods at Parkside, a Board-approved treatment provider, assessed Dr. Dooley with respect to his chemical dependency status, and opined that Dr. Dooley is capable of practicing according to acceptable and prevailing standards of care, subject to conditions, including limiting his work hours to no more than 50 hours per week and adherence to the terms of his OPHP advocacy contract.

Accordingly, Dr. Dooley states, and the Board acknowledges, that Dr. Dooley has fulfilled the conditions for reinstatement of his certificate to practice podiatric medicine and surgery, as established in the April 2006 Step I Consent Agreement.

AGREED CONDITIONS

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

1. Dr. Dooley shall obey all federal, state, and local laws, and all rules governing the practice of podiatric medicine in Ohio.
2. Dr. Dooley 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 April 2006 Step I Consent Agreement with the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Dooley 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 April 2006 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. Dooley shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed.
5. In the event Dr. Dooley 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. Dooley 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. Dooley's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Dooley shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Dooley 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. Dooley to administer or personally furnish controlled substances, Dr. Dooley 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. Dooley's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Dooley 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

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

Drug and Alcohol Screens/Supervising Physician

10. Dr. Dooley shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Dooley shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board.

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

Dr. Dooley and the Board agree that the person or entity previously approved by the Board to serve as Dr. Dooley's supervising physician pursuant to the April 2006 Step I Consent Agreement is hereby approved to continue as Dr. Dooley's designated supervising physician under this Consent Agreement, unless within

thirty days of the effective date of this Consent Agreement, Dr. Dooley submits to the Board for its prior approval the name and curriculum vitae of an alternative supervising physician to whom Dr. Dooley 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. Dooley. Dr. Dooley and the supervising physician shall ensure that the urine specimens are obtained on a random basis and that the giving of the specimen is witnessed by a reliable person. In addition, the supervising physician shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

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

Dr. Dooley 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. Dooley must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Dooley 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. Dooley's quarterly declaration. It is Dr. Dooley's responsibility to ensure that reports are timely submitted.

11. The Board retains the right to require, and Dr. Dooley agrees to submit, blood or urine specimens for analysis at Dr. Dooley's expense upon the Board's request and without prior notice. Dr. Dooley's refusal to submit a blood or urine specimen upon request of the Board shall result in a minimum of one year of actual license suspension.

Monitoring Physician

12. Before engaging in any podiatric medical practice, Dr. Dooley 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. Dooley and who is engaged in the same or similar practice specialty.

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

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Dooley must immediately so notify the Board in writing. In addition, Dr. Dooley 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. Dooley shall ensure that the previously designated monitoring physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

Rehabilitation Program

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

Dr. Dooley 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. Dooley's quarterly declarations.

Aftercare

14. Dr. Dooley shall maintain continued compliance with the terms the advocacy agreement entered into with the Ohio Physicians Health Program, or, if approved in advance by the Board, another physicians health program, provided that, where the terms of the advocacy agreement conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.
15. Dr. Dooley shall maintain continued compliance with the terms of the aftercare contract entered into with his 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.

Work Hour Limitation

16. Dr. Dooley shall limit his work hours to no more than fifty hours of work per week, until otherwise approved by the Board. Dr. Dooley shall keep a log reflecting the dates, times, and facilities and/or locations at which he works. Dr. Dooley shall submit his work log for receipt in the Board's offices no later than the due date for Dr. Dooley's quarterly declaration.

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

Releases

17. Dr. Dooley 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. Dooley's chemical dependency or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. The above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Dooley 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.

AUG 3 1 2006

Required Reporting by Licensee

18. Within thirty days of the effective date of this Consent Agreement, Dr. Dooley 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. Dooley 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.
19. Within thirty days of the effective date of this Consent Agreement, Dr. Dooley 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. Dooley 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. Dooley shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
20. Dr. Dooley shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Dooley chemical dependency treatment or monitoring.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Dooley 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. Dooley has violated any term, condition or limitation of this Consent Agreement, Dr. Dooley 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. Dooley shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Dooley 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. Dooley 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. Dooley 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. Dooley 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.



DIXIE A. DOOLEY, D.P.M.



LANCE A. TALMAGE, M.D.
Secretary

8/30/06

DATE

9-13-06

DATE



RAYMOND J. ALBERT
Supervising Member

9/13/06

DATE

OHIO STATE MEDICAL BOARD

AUG 31 2006

Karen Mortland

KAREN MORTLAND
Enforcement Attorney

Aug 31, 2006

DATE

OHIO STATE MEDICAL BOARD

AUG 31 2006

STEP I
CONSENT AGREEMENT
BETWEEN
DIXIE A. DOOLEY, D.P.M.,
AND
THE STATE MEDICAL BOARD OF OHIO

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

Dr. Dooley 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(s) 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;” 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 violation of Sections 4731.22(B)(26) and 4731.22(B)(5), Ohio Revised Code, as set forth in Paragraph E below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.

- C. Dr. Dooley is licensed to practice podiatric medicine and surgery in the State of Ohio, License # 36. 001778.
- D. Dr. Dooley states that he is also licensed to practice podiatric medicine and surgery in the State(s) of N/A.
- E. Dr. Dooley admits that on or about March 28, 2006, pursuant to Board order, he entered Glenbeigh Hospital [Glenbeigh], a Board-approved treatment provider in Rock Creek, Ohio, for the purpose of undergoing a three-day inpatient evaluation for determining whether he is in violation of Section 4731.22(B)(26), Ohio Revised Code. Dr. Dooley further admits that the urine specimen he submitted upon admission tested positive for the presence of marijuana, and that he has smoked marijuana regularly over the past several years. Dr. Dooley further admits that as a result of the aforementioned evaluation, he was determined to be impaired his ability to practice podiatric medicine in accordance with acceptable and prevailing standards of care due to chemical dependence, that his drug of choice was marijuana, and that an inpatient level of care was recommended. Dr. Dooley further admits that on or about April 4, 2006, he entered Glenbeigh for residential treatment.

Dr. Dooley admits further that on or about March 14, 2006, he was interviewed by a Board Investigator concerning allegations that Dr. Dooley had been reported to have an odor of marijuana about him during hours when he was engaged in podiatric practice. Dr. Dooley specifically denies that he ever practiced podiatric medicine or surgery while under the influence of marijuana, and asserts that, at times, he smelled of marijuana while engaged in his podiatric practice because during his lunch breaks he visited with a marijuana smoker. Dr. Dooley further admits that, when questioned by the Board Investigator concerning his use of marijuana, Dr. Dooley falsely denied that he used marijuana; that he declined the Investigator's request that he voluntarily submit a urine sample for toxicology screening; and that he falsely stated that the basis for declining the requested urine specimen was because he had recently been exposed to second-hand marijuana smoke while on vacation, when, in fact, he had recently smoked marijuana.

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

SUSPENSION OF CERTIFICATE

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

Sobriety

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

Releases; Quarterly Declarations and Appearances

4. Dr. Dooley 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. Dooley's chemical dependency or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. The above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Dooley further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.
5. Dr. Dooley shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which this Consent Agreement becomes effective, provided that if the effective date is on or after the sixteenth day of the month, the first quarterly declaration must be received in the Board's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
6. Dr. Dooley shall appear in person for an interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.

Drug & Alcohol Screens; Supervising Physician

7. Dr. Dooley shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Dooley shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board.

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

Within thirty days of the effective date of this Consent Agreement, Dr. Dooley shall submit to the Board for its prior approval the name of a supervising physician to whom Dr. Dooley 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. Dooley. Dr. Dooley 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. Dooley 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. Dooley must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Dooley 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. Dooley's quarterly declaration. It is Dr. Dooley's responsibility to ensure that reports are timely submitted.

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

Rehabilitation Program

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

CONDITIONS FOR REINSTATEMENT

10. The Board shall not consider reinstatement of Dr. Dooley's certificate to practice podiatric medicine and surgery until all of the following conditions are met:
- a. Dr. Dooley shall submit an application for reinstatement, accompanied by appropriate fees, if any.
 - b. Dr. Dooley 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. Dooley has successfully completed any required inpatient treatment, including at least twenty-eight days of inpatient or residential treatment, as set forth in Rules 4731-16-02(B)(4)(a) and 4731-16-08(A)(13), Ohio Administrative Code, completed consecutively.
 - ii. Evidence of continuing full compliance with a post-discharge aftercare contract with a treatment provider approved under Section 4731.25 of the Revised Code. Such evidence shall include, but not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with rule 4731-16-10 of the Administrative Code.
 - iii. Evidence of continuing full compliance with this Consent Agreement.
 - iv. Two written reports indicating that Dr. Dooley's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. The reports shall be made by 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. Dooley. Prior to the assessments, Dr. Dooley 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. Dooley, and any conditions, restrictions, or limitations that should be imposed on Dr. Dooley's practice. The reports shall also describe the basis for the evaluator's determinations.

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

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

Further, upon reinstatement of Dr. Dooley's certificate to practice podiatric 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. Dooley 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. Dooley has maintained sobriety.

11. In the event that Dr. Dooley has not been engaged in the active practice of podiatric 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. Dooley's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

12. Within thirty days of the effective date of this Consent Agreement, Dr. Dooley 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. Dooley further agrees to provide a copy of this Consent Agreement by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for any professional license or

reinstatement of any professional license. Further, Dr. Dooley shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

13. Within thirty days of the effective date of this Consent Agreement, Dr. Dooley 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. Dooley 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.
14. Dr. Dooley shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Dooley chemical dependency treatment or monitoring.

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

FAILURE TO COMPLY

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



DIXIE A. DOOLEY, D.P.M.



LANCE A. TALMAGE, M.D.
Secretary

4/10/06

DATE

4-12-06

DATE

JEFFREY P. HINEBAUGH, ESQ.
Attorney for Dr. Dooley



RAYMOND J. ALBERT
Supervising Member

DATE

4/12/06

DATE



KAREN H. MORTLAND
Enforcement Attorney

4/12/06

DATE

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.

DIXIE A. DOOLEY, D.P.M.

LANCE A. TALMAGE, M.D.
Secretary

DATE

DATE



JEFFREY P. HINGBAUGH, ESQ.
Attorney for Dr. Dooley

RAYMOND J. ALBERT
Supervising Member

4/10/06

DATE

DATE

KAREN H. MORTLAND
Enforcement Attorney

DATE

STATE HOSPITAL BOARD
2006 APR 11 A 11:00