

STEP II
CONSENT AGREEMENT
BETWEEN
AIMEE V. CHAPPELOW, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO

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

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

BASIS FOR ACTION

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

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(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)(10), Ohio Revised Code, based upon “[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed;” and/or Section 4731.22(B)(15), Ohio Revised Code, “[v]iolation of the conditions of limitation placed by the board upon a certificate to practice;” and/or 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.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(26), (B)(19), (B)(15), and (B)(10), Ohio Revised Code, to wit: Section 2925.22, Ohio Revised Code, Deception to Obtain a Dangerous Drug, and Section 2925.23, Ohio Revised Code, Illegal Processing of Drug Documents, as set forth in Paragraphs E through K, 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 violations based upon any methods used by Dr. Chappelow to obtain controlled substances for self-use and/or any criminal acts committed by Dr. Chappelow other than those specifically referenced in paragraphs E through K, below.

- C. Dr. Chappelow held a training certificate in the state of Ohio, Training Certificate #57.012162, which was indefinitely suspended for not less than 180 days pursuant to the Step I Consent Agreement Between Aimee V. Chappelow, M.D., and the State Medical Board of Ohio [April 2009 Step I Consent Agreement], effective April 8, 2009, a copy of which is attached hereto and incorporated herein, and which training certificate expired on June 30, 2009. Dr. Chappelow has submitted an application for a certificate to practice medicine and surgery in the State of Ohio, which remains pending.
- D. Dr. Chappelow states that she is not licensed to practice in any other state or jurisdiction.
- E. Dr. Chappelow admits, and the Board is in receipt of information to support, that on or about January 27, 2009, she entered treatment for chemical dependency at The Cleveland Clinic Foundation [Cleveland Clinic], a Board-approved treatment provider, and was discharged on or about February 27, 2009, treatment complete, with diagnoses of opiate dependence and adjustment disorder with depressed mood.

Dr. Chappelow states, and the Board acknowledges receipt of information to support, that she has remained in compliance with the aftercare contract that she entered into with The Cleveland Clinic on or about March 4, 2009, including attending and participating in at least three 12-step meetings per week, attending weekly Caduceus meetings, and submitting to weekly random urine screens. Dr. Chappelow states that said aftercare contract remains in effect to date.

Dr. Chappelow states, and the Board acknowledges receipt of information to support, that Gregory B. Collins, M.D. [Dr. Collins], Section Head of the Alcohol and Drug Recovery Center of The Cleveland Clinic, has provided a written report indicating that Dr. Chappelow's ability to practice has been assessed and opined she is capable of practicing according to acceptable and prevailing standards of care, so long as certain monitoring conditions are in place, including supervision by the Board and continuation of the conditions contained in her aftercare contract. Dr. Chappelow states further, and the Board acknowledges receipt of information to support, that Chris Adelman, M.D., Medical Director of Rosary Hall, St. Vincent Charity Hospital, a Board-approved treatment provider, has provided a written report indicating that Dr. Chappelow's ability to practice has been assessed and has opined that she is capable of practicing according to acceptable and prevailing standards of care, so long as certain monitoring conditions are in place, including that she remain actively involved in a recovery program.

- F. Dr. Chappelow admits, and the Board acknowledges receipt of information to support, that Aaron Billowitz, M.D., a psychiatrist approved by the Board to conduct a psychiatric assessment of Dr. Chappelow, has evaluated Dr. Chappelow and stated that in his opinion, Dr. Chappelow suffers from Anxiety Disorder and Chemical Dependency in remission. Dr. Chappelow states, and the Board acknowledges receipt of information to support, that Dr. Billowitz opined further that Dr. Chappelow is capable of practicing medicine so long as certain treatment and monitoring conditions are in place, including that she take medication prescribed for her psychiatric condition and that she participate in psychiatric treatment at least every month or two months.
- G. Dr. Chappelow admits that Paragraph 9 of the April 2009 Step I Consent Agreement provides that she is to submit urine specimens for drug and/or alcohol analysis and that all such specimens shall be negative except those substances appropriately prescribed, administered, or dispensed to her. Dr. Chappelow admits that the urine specimen she provided on or about September 17, 2009, was positive for lorazepam at the level of 194 ng/mL upon initial testing, and 181 ng/mL upon retesting. Dr. Chappelow states that she is not currently prescribed lorazepam, a benzodiazepine, but that she had been prescribed lorazepam prior to entering into her April 2009 Step I Consent Agreement. Dr. Chappelow states that her supply of lorazepam was disposed of in February 2009 and that she has not intentionally or knowingly taken lorazepam since the effective date of her April 2009 Step I Consent Agreement.

By way of explanation for the September 2009 positive lorazepam screen, Dr. Chappelow states that when she travels, she removes any medication she takes on a trip from its container and places the medication directly in the pocket of a travel bag, so that the medication is loose and directly touches the pocket material. Dr. Chappelow states that she had in the past placed her previously prescribed lorazepam and her self-prescribed Percocet directly in such travel bag pocket. Dr. Chappelow states that currently, as well as contemporaneously with date of the positive drug screen, she has been appropriately prescribed medication by physicians who have full knowledge of her history of chemical dependency and anxiety in conformance with the terms of the April 2009 Step I Consent Agreement. Dr. Chappelow states that in preparation for a trip she took in September 2009, she placed her appropriately prescribed medication directly in the pocket of her travel bag where she had previously kept lorazepam. Dr. Chappelow states that she ingested her appropriately prescribed medication from the pocket of that travel bag from on or about September 12 through September 15, 2009. Dr. Chappelow states that on or about October 28, 2009, Dr. Collins took a sample of a white powdery substance from the pocket of the travel bag for purposes of toxicological testing, and that the white powdery substance tested positive for lorazepam and oxycodone. Dr. Chappelow states that she was not aware that the substance for which she had tested positive was lorazepam until on or about November 30, 2009.

- H. Dr. Chappelow admits that she unintentionally ingested lorazepam from the residue of lorazepam from her travel bag. Dr. Chappelow admits that she violated the conditions of a limitation placed by the Board upon her certificate to practice, in violation of Section 4731.22(B)(15), Ohio Revised Code, in that she took a medication that had not been prescribed, dispensed, or administered to her by another so authorized by law who had full knowledge of her history of chemical dependency, and further, that she failed to abstain from the use of any substance that may produce a low level positive result in a toxicology screen.
- I. Howard Strickler, M.D. [Dr. Strickler], Medical Review Officer for FirstLab, a Board-approved laboratory, conducted a review of this matter and stated that while he could not opine as to the authenticity or probability of claims of inadvertent or unknowing ingestion of a prohibited substance, he considers the level of lorazepam measured in Dr. Chappelow's September 17, 2009 urine screen to be low.
- J. Dr. Chappelow states, and the Board is in receipt of information to support, that Dr. Collins and Joseph W. Janesz, Ph.D., also of the Alcohol and Drug Recovery Center of The Cleveland Clinic, have provided letters attesting to Dr. Chappelow's continued sobriety. Dr. Chappelow states that Dr. Janesz has contact with Dr. Chappelow during Caduceus meetings, and has opined that she has been earnest in her recovery program and that his clinical observations are not consistent with the positive screen of September 17, 2009. Dr. Chappelow states that Dr. Collins reports that he has employed Dr. Chappelow as his full-time research assistant, that he has observed her closely on a daily basis, the he has opined that she has exhibited absolutely no evidence of intoxication or substance misuse, and that he considers a relapse in her case to be highly unlikely.
- K. Dr. Chappelow states, and the Board acknowledges receipt of information to support, that with the exception of the aforementioned isolated low level positive urine screen for lorazepam, all other evidence indicates that Dr. Chappelow has not experienced a relapse, including that all subsequent random urine screens have tested negative for all substances. Further, Dr. Chappelow expressly denies, under penalty of Board disciplinary action and/or criminal prosecution, that she has relapsed. Accordingly, Dr. Chappelow states, and the Board is in receipt of information to support, that Dr. Chappelow has substantially fulfilled the conditions for reinstatement as established in the April 2009 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, Dr. Chappelow knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

GRANTING AND SUSPENSION OF CERTIFICATE

1. Dr. Chappelow shall be GRANTED a certificate to practice medicine and surgery in the State of Ohio, provided she otherwise meets all statutory and regulatory requirements, and upon receipt of all necessary and appropriate documentation. Such certificate to practice shall be immediately SUSPENDED for a definite term of fifteen days.

INTERIM MONITORING TERMS

2. During the period of time that Dr. Chappelow's certificate to practice medicine and surgery is suspended, Dr. Chappelow shall comply with all the terms, conditions, and limitations of this Consent Agreement, including all probationary terms set forth below.

PROBATIONARY TERMS

3. Further, upon reinstatement of Dr. Chappelow's certificate to practice medicine and surgery in Ohio pursuant to this Consent Agreement, Dr. Chappelow's certificate shall be subject to the following probationary terms, conditions and limitations:
 - a. Dr. Chappelow shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
 - b. Dr. Chappelow shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the date her quarterly declaration would have been due pursuant to her April 2009 Step I 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.
 - c. Dr. Chappelow shall appear in person for an interview before the full Board or its designated representative. The first such appearance shall take place on the date her appearance would have been scheduled pursuant to her April 2009 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.
 - d. Dr. Chappelow 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. Chappelow 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. Chappelow may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Chappelow is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

- e. In the event Dr. Chappelow 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

- f. Dr. Chappelow 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. Chappelow's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Chappelow shall make her patient records with regard to such prescribing available for review by an agent of the Board immediately upon request.
- g. Dr. Chappelow shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph h., 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. Chappelow to administer or personally furnish controlled substances, Dr. Chappelow 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. Chappelow's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Chappelow shall make her patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board immediately upon request.

Sobriety

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

shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Chappelow received; the medical purpose for which she received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to her, Dr. Chappelow 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.

- i. Dr. Chappelow shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Drug Testing Facility and Collection Site

- j. During the first partial month of the effective date of this consent agreement, and for four full consecutive months immediately thereafter, Dr. Chappelow shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Thereafter, Dr. Chappelow shall submit to random urine screenings for drugs and alcohol at least two times per month, or as otherwise directed by the Board. Dr. Chappelow 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. Chappelow's drug(s) of choice.

Dr. Chappelow 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. Chappelow acknowledges that she understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site pursuant to the global contract between said facility and the Board, that provides for the Board to maintain ultimate control over the urine screening process and to preserve the confidentiality of all positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code, and the screening process shall require a daily call-in procedure. Further, in the event that the Board exercises its discretion, as provided in Paragraph k., 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. Chappelow shall submit, at her expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Chappelow shall be negative, except for those substances prescribed, administered, or dispensed to her in conformance with the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day she is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

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

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

- k. Dr. Chappelow and the Board agree that it is the intent of this Consent Agreement that Dr. Chappelow shall submit her urine specimens to the Board-approved drug testing facility and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Chappelow, 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. Chappelow:
 - i. Within thirty days of the date upon which Dr. Chappelow 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. Chappelow, she shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Chappelow 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. Chappelow's residence or employment location, or to a physician who practices in the same locale as Dr. Chappelow. Dr. Chappelow 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. Chappelow 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.
 - ii. Dr. Chappelow 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.
 - iii. 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. Chappelow must immediately notify the Board in writing. Dr. Chappelow shall

further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in her urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Chappelow 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. Chappelow.

- iv. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Chappelow's designated alternate drug testing facility and/or collection site, or any person proposed to serve as her supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.
- l. 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. Chappelow's quarterly declaration. It is Dr. Chappelow's responsibility to ensure that reports are timely submitted.
- m. The Board retains the right to require, and Dr. Chappelow 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. Chappelow, or for any other purpose, at Dr. Chappelow's expense upon the Board's request and without prior notice. Dr. Chappelow'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

- n. Before engaging in any medical practice, Dr. Chappelow 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. Chappelow and who is engaged in the same or similar practice specialty.

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

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

- o. Dr. Chappelow 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. Chappelow 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. Chappelow's quarterly declarations.

Aftercare

- p. Dr. Chappelow shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.

- q. Dr. Chappelow 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.

Psychiatric Treatment

- r. Within thirty days of the effective date of this Consent Agreement, Dr. Chappelow 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. Chappelow shall undergo and continue psychiatric treatment monthly or as otherwise directed by the Board. Dr. Chappelow shall comply with her psychiatric treatment plan, including taking medications as prescribed and/or ordered for her psychiatric disorder. Dr. Chappelow 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. Chappelow's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Chappelow's compliance with her treatment plan; Dr. Chappelow's mental status; Dr. Chappelow's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Chappelow 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. Chappelow is unable to practice due to her psychiatric disorder. It is Dr. Chappelow's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Chappelow's quarterly declaration.

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

Releases

- s. Dr. Chappelow 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. Chappelow's chemical dependency, 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-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. Chappelow 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, psychiatric treatment plan, 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

- t. Within thirty days of the effective date of this Consent Agreement, Dr. Chappelow 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. Chappelow 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. Chappelow 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. Chappelow shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Chappelow 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.

- u. Within thirty days of the effective date of this Consent Agreement, Dr. Chappelow 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. Chappelow 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. Chappelow 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.
- v. Dr. Chappelow shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Chappelow chemical dependency and/or psychiatric treatment or monitoring. Further, Dr. Chappelow 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.
- w. Dr. Chappelow 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. Chappelow 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. Chappelow has violated any term, condition or limitation of this Consent Agreement, Dr. Chappelow 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. Dr. Chappelow specifically acknowledges and agrees that any future low level positive urine screen report(s) shall constitute sufficient basis for a summary suspension pursuant to this Consent Agreement.

DURATION/MODIFICATION OF TERMS

Dr. Chappelow shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Chappelow 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.

In the event that the Board initiates future formal proceedings against Dr. Chappelow, 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. Chappelow acknowledges that she has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

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

Dr. Chappelow hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

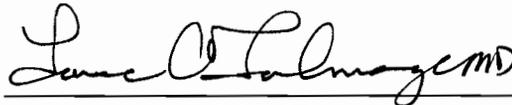
This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Chappelow acknowledges that her social security number will be used if 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.



AIMEE V. CHAPPELOW, M.D.



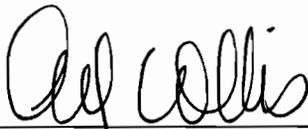
LANCE A. TALMAGE, M.D.
Secretary

13 JANUARY 2010

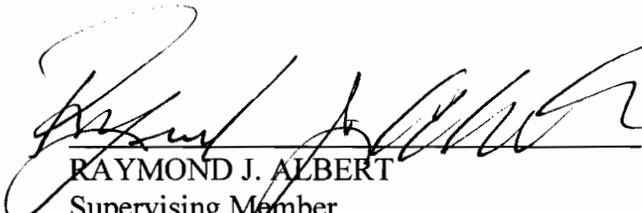
DATE

1-13-10

DATE



ELIZABETH Y. COLLIS, ESQ.
Attorney for Dr. Chappelow



RAYMOND J. ALBERT
Supervising Member

1-13-10

DATE

1/13/10

DATE



KAREN MORTLAND
Enforcement Attorney

1/13/10

DATE

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**STEP I
CONSENT AGREEMENT
BETWEEN
AIMEE V. CHAPPELOW, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

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

BASIS FOR ACTION

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

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(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)(10), Ohio Revised Code, based upon "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(26) and (10) Ohio Revised Code, to wit: Section 2925.22, Ohio Revised Code, Deception to Obtain a Dangerous Drug, and Section 2925.23, Ohio Revised Code, Illegal Processing of Drug Documents, 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 violations based upon any methods used by Dr. Chappelow to obtain controlled substances for self-use and/or any criminal acts committed by Dr. Chappelow other than those specifically referenced in paragraph (E) below.
- C. Dr. Chappelow holds a training certificate in the State of Ohio, Training Certificate 57.012162.

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- D. Dr. Chappelow states that she does not hold a training certificate, nor is she licensed to practice, in any other state or jurisdiction.
- E. Dr. Chappelow admits that she is impaired in her ability to practice medicine and surgery according to acceptable and prevailing standards of care due to chemical dependency. Dr. Chappelow further admits that her drug of choice is Percocet, which she used to alleviate pain from migraine headaches and stress related to her duties as a resident and multiple interviews to obtain a fellowship. Dr. Chappelow admits that she initially took Percocet from a family member, then obtained Percocet or oxycodone for self-use by writing prescriptions in the name of a patient, who had a common name, without that patient's knowledge; however, the identifying demographic information provided by Dr. Chappelow was fictitious. Dr. Chappelow admits that on or about January 26, 2009, she attempted to fill such a prescription for oxycodone, but was impeded when the pharmacist flagged the prescription for verification. Dr. Chappelow admits that on or about January 27, 2009, she entered treatment for chemical dependency at the Cleveland Clinic Foundation, a Board-approved treatment provider, and was discharged on or about February 27, 2009, with diagnoses of opiate dependence and adjustment disorder with depressed mood. Dr. Chappelow states that she is participating in an intensive outpatient program through the Cleveland Clinic, has entered into an aftercare contract for chemical dependency, and is being treated with medication for her diagnosis of adjustment disorder with depressed mood.

Dr. Chappelow stipulates that she has not actively practiced medicine and surgery since on or about January 27, 2009. Dr. Chappelow specifically attests that she did not openly involve patients in her scheme to obtain controlled substances for self-use, that she procured the medication from the pharmacy and paid for the medication herself in cash, that she did not deprive any patient of medication, and that she did not record the prescribing on any patient medical charts. Dr. Chappelow further specifically attests that she did not utilize mood-altering substances while working or when on call.

Further, Dr. Chappelow states that at this time, no formal criminal charges have been issued against her.

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

SUSPENSION OF CERTIFICATE

1. The training certificate of Dr. Chappelow in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 180 days. During such suspension, Dr.

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Chappelow shall be ineligible to receive or hold any other certificate issued by the Board.

Obey all Laws

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

Sobriety

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

Absences from Ohio

5. Dr. Chappelow 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. Chappelow 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. Chappelow may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Chappelow 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

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6. Dr. Chappelow 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. Chappelow's chemical dependency, anxiety, other mental health 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. Chappelow further agrees to provide the Board written consent permitting any treatment provider from whom she obtains treatment to notify the Board in the event she fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.
7. Dr. Chappelow 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. Chappelow 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. Chappelow shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Chappelow 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. Chappelow's drug(s) of choice.

Dr. Chappelow 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. Chappelow acknowledges that she understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

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All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site, except as provided in Paragraph 10 below, and the screening process shall require a daily call-in procedure.

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

Further, within thirty days of the effective date of this Consent Agreement, Dr. Chappelow 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. Chappelow shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Chappelow and the Board-approved drug testing facility and/or collection site. Dr. Chappelow'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.

Dr. Chappelow 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. Chappelow 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. Chappelow 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. Chappelow must immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph 10 below, as soon as practicable. Dr. Chappelow 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.

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Dr. Chappelow 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. Chappelow and the Board agree that it is the intent of this Consent Agreement that Dr. Chappelow shall submit her urine specimens to the Board-approved drug testing facility and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Chappelow, 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. Chappelow:
 - a. Within thirty days of the date upon which Dr. Chappelow 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. Chappelow, she shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Chappelow 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. Chappelow's residence or employment location, or to a physician who practices in the same locale as Dr. Chappelow. Dr. Chappelow 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. Chappelow 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. Chappelow 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. Chappelow must immediately notify the Board in writing. Dr. Chappelow 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

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inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in her urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Chappelow 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. Chappelow.

- d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Chappelow's designated alternate drug testing facility and/or collection site, or any person proposed to serve as her supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.
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. Chappelow's quarterly declaration. It is Dr. Chappelow's responsibility to ensure that reports are timely submitted.
12. The Board retains the right to require, and Dr. Chappelow 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. Chappelow, or for any other purpose, at Dr. Chappelow's expense upon the Board's request and without prior notice. Dr. Chappelow's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

Rehabilitation Program

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

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14. Immediately upon completion of any required treatment for chemical dependency, Dr. Chappelow 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 renewal/restoration of Dr. Chappelow's training certificate, or issuance of any other certificate to Dr. Chappelow, until all of the following conditions are met:
- a. Dr. Chappelow shall submit an application for reinstatement or renewal/restoration of her training certificate, or an application for issuance of any other certificate, as appropriate, accompanied by appropriate fees, if any.
 - b. Dr. Chappelow shall demonstrate to the satisfaction of the Board that she can resume practice in compliance with acceptable and prevailing standards of care under the provisions of her certificate. Such demonstration shall include but shall not be limited to the following:
 - i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that Dr. Chappelow 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. Three written reports indicating that Dr. Chappelow's ability to practice has been assessed and that she has been found capable of practicing according to acceptable and prevailing standards of care.

Two reports shall be made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Chappelow. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical

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group practice. Prior to the assessments, Dr. Chappelow shall provide the evaluators with copies of patient records from any evaluations and/or treatment that she has received, and a copy of this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Chappelow, and any conditions, restrictions, or limitations that should be imposed on Dr. Chappelow's 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. Chappelow. Prior to the examination, Dr. Chappelow 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. Chappelow's practice; and the basis for the psychiatrist's determinations.

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement. 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. Chappelow 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. Chappelow are unable to agree on the terms of a written Consent Agreement, then Dr. Chappelow 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. Chappelow that said hearing has been scheduled, advising Dr. Chappelow of her 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. Chappelow's training certificate in this state, or issuance of any other certificate to Dr. Chappelow by the Board, 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

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119. of the Revised Code. Moreover, upon termination of the consent agreement or Board Order, Dr. Chappelow 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. Chappelow has maintained sobriety.
16. In the event that Dr. Chappelow 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 of her training certificate or issuance of another license by the Board, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Chappelow's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

17. Within thirty days of the effective date of this Consent Agreement, Dr. Chappelow 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. Chappelow 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. Chappelow 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. Chappelow shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Chappelow 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. Chappelow 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. Chappelow 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 reinstatement of any professional license. Further, Dr. Chappelow shall provide the

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

OHIO STATE MEDICAL BOARD

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ACKNOWLEDGMENTS/LIABILITY RELEASE

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

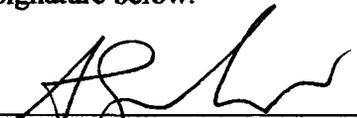
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Chappelow 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. Chappelow 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.



AIMEE V. CHAPPELOW, M.D.



LANCE A. TALMAGE, M.D.
Secretary

2 APRIL 2009

DATE

4-8-09

DATE



ELIZABETH Y. COLLIS, ESQ.
Attorney for Dr. Chappelow



RAYMOND J. ALBERT
Supervising Member

4/7/09

4/8/09

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DATE

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KAREN MORTLAND
Enforcement Attorney


DATE