

BEFORE THE STATE MEDICAL BOARD OF OHIO

IN THE MATTER OF :
:
LAWRENCE BRIAN ROTHSTEIN, M.D. :

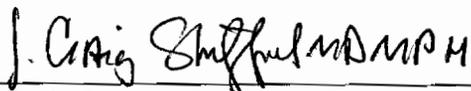
ENTRY OF ORDER

On April 9, 2013, Lawrence Brian Rothstein, M.D., executed a Surrender of his license to practice medicine and surgery in Ohio with consent to permanent revocation, which document is attached hereto and fully incorporated herein.

Wherefore, upon ratification by the Board of the surrender, it is hereby ORDERED that Certificate No. 35-057342 authorizing Lawrence Brian Rothstein, M.D., to practice medicine and surgery in the state of Ohio be permanently REVOKED.

This Order is hereby entered upon the Journal of the State Medical Board of Ohio for the 10th day of April 2013, and the original thereof shall be kept with said Journal.

(SEAL)



J. Craig Strafford, M.D., M.P.H.
Secretary

April 10, 2013

Date

**STATE OF OHIO
THE STATE MEDICAL BOARD
PERMANENT SURRENDER OF CERTIFICATE
TO PRACTICE MEDICINE AND SURGERY
CASE NO. 12 CRF-063**

Do not sign this agreement without reading it. An individual who permanently surrenders a certificate issued by the Board is forever thereafter ineligible to hold a certificate to practice or to apply to the Board for reinstatement of the certificate or issuance of any new certificate. You are permitted to be accompanied, represented and advised by an attorney, at your own expense, before deciding to sign this voluntary agreement.

I, Lawrence B. Rothstein, M.D., am aware of my rights to representation by counsel, the right of being formally charged and having a formal adjudicative hearing, and do hereby freely execute this document and choose to take the actions described herein.

I, Lawrence B. Rothstein, M.D., do hereby voluntarily, knowingly, and intelligently surrender my certificate to practice medicine and surgery, License # 35.057342, to the Board, effective April 12, 2013, thereby relinquishing all rights to practice medicine and surgery in Ohio on that date. I understand that as a result of the surrender herein I will no longer be permitted to practice medicine and surgery in any form or manner in the State of Ohio in the future.

I agree that I shall be ineligible for, and shall not apply for, reinstatement or restoration of certificate to practice medicine and surgery License #35.057342 or issuance of any other certificate pursuant to the authority of the State Medical Board of Ohio, on or after the date of signing this Permanent Surrender of Certificate to Practice Medicine and Surgery. Any such attempted reapplication shall be considered null and void and shall not be processed by the Board.

I hereby authorize the State Medical Board of Ohio to enter upon its Journal an Order permanently revoking my certificate to practice medicine and surgery, License #35.057342, in conjunction with which I expressly waive the provision of Section 4731.22(B), Ohio Revised Code, requiring that six (6) Board Members vote to revoke said certificate, and further expressly and forever waive all rights as set forth in Chapter 119., Ohio Revised Code, including but not limited to my right to counsel, right to a hearing, right to present evidence, right to cross-examine witnesses, and right to appeal the Order of the Board revoking my certificate to practice medicine and surgery.

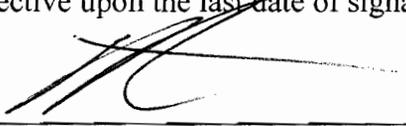
I, Lawrence B. Rothstein, M.D., hereby release the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This document 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. I, Lawrence B. Rothstein, M.D., acknowledge that my social security number will be used if this information is so reported and agree to provide my social security number to the Board for such purposes.

I stipulate and agree that I am taking the action described herein in lieu of further formal disciplinary proceedings in Case No. 12-CRF-063, pursuant to Section 4731.22(B)(2) and (B)(6), Ohio Revised Code, as set forth in the Notice of Opportunity for Hearing issued by the Board on July 11, 2012, a copy of which is attached hereto as Exhibit A and fully incorporated herein.

EFFECTIVE DATE

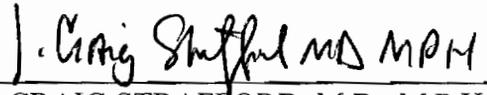
It is expressly understood that this Permanent Surrender of Certificate is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.



LAWRENCE B. ROTHSTEIN, M.D.

4/9/13

DATE



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

10 April 2013

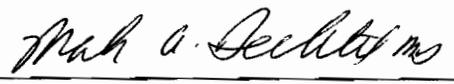
DATE



ERIC J. PLINKE
Counsel for Dr. Rothstein

4/9/13

DATE



MARK A. BECTEL, M.D.
Supervising Member

10 April 2013

DATE



KYLE C. WILCOX
Assistant Attorney General

4-9-13

DATE

State Medical Board of Ohio

30 E. Broad Street, 3rd Floor, Columbus, OH 43215-6127

Richard A. Whitehouse, Esq.
Executive Director

(614) 466-3934
med.ohio.gov

July 11, 2012

Case number: 12-CRF-063

Lawrence B. Rothstein, M.D.
8066 Park Lane
Apt. 1008
Dallas, Texas 75231

Dear Doctor Rothstein:

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

- (1) From in or about 2002 to in or about April 2009, you undertook the care of Patients 1 through 12, as identified on the attached Patient Key. (The Patient Key is confidential and to be withheld from public disclosure.) In the course of your treatment of Patients 1 through 12, you inappropriately utilized laser endoscopic technique, performed procedures that were not medically indicated and/or were clinically contraindicated, and/or failed to provide appropriate follow-up care. Examples of such conduct include, but are not limited to, the following:
 - (a) In the course of treating Patient 1, on or about September 12, 2006, and again on or about December 12, 2006, you performed an endoscopic laser discectomy [ELD] on each of those days. The procedures you performed had no substantial evidence of efficacy. The number of levels you treated was excessive given that the initial EMG did not demonstrate any entrapment syndrome, and the cumulative trauma of these procedures resulted in injuries to the patient.
 - (b) In the course of treating Patient 2, on or about July 28, 2006, you performed an invasive spinal procedure with a laser, despite a report from a spine specialist who determined that Patient 2 was not a candidate for a

Mailed 7/12/12

spinal surgery. As a result of this laser procedure, Patient 2 developed neurological deficit with weakness of toe and heel walking. Your use of a laser on Patient 2 resulted in the significant neurological deficit which required a second standard spinal operation by another physician to correct the injury to Patient 2's nerve structures at the L4-L5 level.

In addition, Patient 2 experienced generalized convulsions on the evening of the procedure you performed that resulted in an emergency hospitalization. CT examination demonstrated extensive pneumocephalus involving cavernous sinus, temporal and prepontine fossa and basilar cistern. The postoperative seizures were related to the procedure you performed which also caused foot drop.

- (c) In the course of treating Patient 3, in or about Spring 2006, you performed a laser endoscopic procedure, which was not indicated based on the preoperative evaluation that did not demonstrate any objective signs of impingement of any nerve root, and there was no documented evidence of pre-operative neurological impairment.

In or about Spring 2006, you performed on Patient 3 an ELD and neurolysis, transforaminal neural decompression of nerve roots L3, 4, 5 and S1 with discectomy of the left L4-5 herniated disc via posterior transpedicular approach. The procedure failed, and she was rescheduled for spinal cord stimulator. Because of multilevel disease, cauda equine compression and previous surgery, Patient 3 was not a proper candidate for a laser endoscopic procedure.

- (d) On or about January 23, 2007, despite a lack of documentation justifying these procedures, you performed an ELD, transforaminal neural decompression of nerve roots L4, 5 and S1 with discectomy of L5-6, L2-3 and L5-S1 herniated disc via posterior far lateral transpedicular approach; epidural neural decompression L5 and S1 nerve roots; epidurogram and epidural steroid injection on Patient 4. Patient 4 returned on or about March 2, 2007, for a foraminoplasty, after which she developed status epilepticus, aspiration pneumonia, acute MI, shock, renal damage, hypoxic encephalopathy and anoxic brain damage.
- (e) In the course of treating Patient 5, on or about February 9, 2006, you performed a trial of a spinal cord stimulator. However, Patient 5 had psychological issues, including hysteroid adjustment to life, reclusive behavior and conversion or somatization disorder; and given this psychological pathology, she was not an appropriate candidate for a trial of a spinal cord stimulator.

- (f) In the course of treating Patient 6, on or about July 17, 2006, you performed an upright ELD, transforaminal neural decompression of nerve roots L4-5 and S1 with discectomy of L3-4, 4-5, L5-S1 via post transpedicular approach; epidurogram and epidural neural decompression L2, L3, L4, L5, S1 nerve root; epidurogram and epidural steroid injections. Patient 6 failed to demonstrate appropriate objective findings that would support these procedures. These laser spinal procedures resulted in a spinal fluid lead indicating a penetration of the dural covering of the nerves and of the arachnoid membrane. You failed to provide appropriate follow up for a complication of dural puncture which caused his intracranial hypotension syndrome and subsequent vascular complications.
- (g) In the course of treating Patient 7, in or about December 2006, you performed a three level ELD and a four level epidural neural decompression. On or about January 23, 2007, you performed an endoscopic laser neurolysis and foraminoplasty at L5-S1, a four level epidural decompression bilateral at S1. You performed two aggressive endoscopic procedures with multiple level decompression without adequate radiographic evidence of the need. Within three hours, she had symptoms of post dural puncture headache. Patient 7's MRI demonstrated diffused inflammation in meninges consistent with cerebrospinal fluid leak, but you failed to perform a blood patch until February 12, 2007.
- (h) In the course of treating Patient 8, on or about January 15, 2008, you performed an upright ELD, transforaminal decompression L4, L5, S1 with left discectomy L5-S1 with left transpedicular decompression L4-5, S1. On or about March 21, 2008, you performed endoscopic laser neurolysis, transforaminal neural decompression with foraminoplasty at L4-5. You performed both of these procedures without adequate collaborating radiographic studies. After these procedures, Patient 8's condition was worse, and he was unable to dorsiflex his foot. These procedures were neither appropriate nor indicated.
- (i) In the course of treating Patient 9, on or about July 6, 2007, and again later in that month, you performed a laminotomy and partial facetectomy, ligamentectomy and neural decompression, laminotomy, decompression L5, L4, L3, neural ligamentectomy and partial facetectomy of L3-4, L4-5, L5-S1 interspace right. After the first surgery, Patient 9 had extreme right leg pain and spasms in the rectal area. After the second surgery, he had significant right leg and foot numbness. These procedures that you performed on Patient 9 resulted in foot drop. Your use of a laser so close to an extremely sensitive nerve root or neural tissue was inappropriate.

- (j) In the course of treating Patient 10, on or about June 19, 2007, you performed an ELD with L5-S1 right herniated disc and neural decompression of nerve roots L4, L5, and S1 via posterior transpedicular approach. After this procedure, Patient 12 was no longer able to do heel or toe walk. On or about August 24, 2007, you performed a laminectomy, decompression L4, L5 S1, neural elements with ligamentectomy and partial facetectomy of L4-5 right laminotomy, decompression of L4, L5, S1, neural elements with ligamentectomy and partial facetectomy of L4-5 left. After the second procedure, Patient 10 had foot drop. Further, the procedures were not warranted and inappropriate.
- (k) In the course of treating Patient 11, on or about August 18, 2005, you performed upright ELD and transforaminal neural decompression of nerve roots L4, L5 and S1 with discectomy of the left L2-3, and L5-S1 with transpedicular approach with neural decompression L2, L3, L4, L5 and S1 nerve root, epidurogram and epidural steroid injection. After the upright ELD Patient 11 had right foot drop and pain. Further, the upright ELD was not warranted and inappropriate.
- (l) In the course of your treatment during or about 2001 of Patient 12, who suffered from depression and post-traumatic stress disorder, you inappropriately treated her with heavy opiate therapy and multiple intervention procedures without documented benefit. You failed to consider and/or document consideration of treatment based on a behavioral approach.

Your acts, conduct, and/or omissions as alleged in paragraph (1) above, individually and/or collectively, constitute a “[f]ailure to maintain minimal standards applicable to the selection or administration of drugs, or failure to employ acceptable scientific methods in the selection of drugs or other modalities for treatment of disease,” as that clause is used in Section 4731.22(B)(2), Ohio Revised Code.

Your acts, conduct, and/or omissions as alleged in paragraph (1) above, individually and/or collectively, constitute a “[a] departure from, or the failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established,” as that clause is used in Section 4731.22(B)(6), Ohio Revised Code.

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

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

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

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

Copies of the applicable sections are enclosed for your information.

Very truly yours,



J. Craig Strafford, M.D., M.P.H.
Secretary

JCS/MAP/flb

Enclosures

CERTIFIED MAIL #91 7199 9991 7031 2766 9777
RETURN RECEIPT REQUESTED

cc: Steven M. Rothstein
Attorney at Law
One Elizabeth Place
Dayton, OH 45417

CERTIFIED MAIL #91 7199 9991 7031 2766 9791
RETURN RECEIPT REQUESTED

**IN THE MATTER OF
LAWRENCE BRIAN
ROTHSTEIN, M.D.**

12-CRF-063

**JULY 11, 2012, NOTICE OF
OPPORTUNITY FOR HEARING –
PATIENT KEY**

**SEALED TO PROTECT
PATIENT
CONFIDENTIALITY AND
MAINTAINED IN CASE
RECORD FILE.**

**STEP II
CONSENT AGREEMENT
BETWEEN
LAWRENCE BRIAN ROTHSTEIN, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Rothstein 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:

1. 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 violations 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 Section 4731.22(B)(10), Ohio Revised Code, "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed."
2. Dr. Rothstein is applying for reinstatement of his license to practice medicine and surgery in the State of Ohio, License #35-057342, which was suspended pursuant to the terms of the Step I Consent Agreement Between Lawrence B. Rothstein, M.D., and The State Medical Board of Ohio that became effective on October 1, 2001, a copy of which is attached hereto and incorporated herein. Dr. Rothstein's certificate to practice medicine and surgery in the State of Ohio remains suspended to date.
3. Dr. Rothstein states that he is not licensed to practice medicine and surgery in any other state or jurisdiction.
4. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph E of the October 2001 Step I Consent Agreement, and Section 4731.22(B)(10), Ohio

Revised Code, to wit: Section 2925.11, Ohio Revised Code, Possession of Drugs (cocaine) as set forth in paragraph (9) 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 Consent Agreement. Such express reservation includes, but is not limited to, the right to institute formal proceedings based upon any violations related to patient care, regardless of whether the acts underlying such additional violations are related to the violations of Section 4731.22(B)(26) or (B)(10), Ohio Revised Code, as were set forth in the October 2001 Step I Consent Agreement or are set forth in paragraph (9) below.

5. Dr. Rothstein admits that after entering treatment for cocaine abuse on May 22, 2001, at Shepherd Hill Hospital, a Board approved treatment provider in Newark, Ohio, he was discharged on June 29, 2001, treatment complete.
6. Dr. Rothstein states, and the State Medical Board of Ohio acknowledges receipt of information to support, that since being discharged from Shepherd Hill Hospital on June 29, 2001, he has remained compliant with his recovery plan and subsequent Aftercare Contract with his treatment provider, Shepherd Hill Hospital, including participating in Caduceus and aftercare meetings weekly, attending AA meetings three to four times weekly, and submitting to random urine screen weekly. In addition, Dr. Rothstein states that since his discharge from Shepherd Hill Hospital, Dr. Rothstein has remained fully compliant with the terms of the Advocacy Contract, which he entered with the Ohio Physicians Effectiveness Program. Dr. Rothstein admits that such contracts remain in effect.
7. Dr. Rothstein states, and the Board acknowledges, that Richard N. Whitney, M.D., of Shepherd Hill Hospital, a Board approved treatment provider in Newark, Ohio, and Edna Marie Jones, M.D., of Parkside Behavioral Health Care, a Board approved treatment provider in Gahanna, Ohio, have provided written reports indicating that Dr. Rothstein's ability to practice has been assessed and that he has been found capable of practicing medicine and surgery according to acceptable and prevailing standards of care, so long as certain treatment and monitoring requirements are in place, including the condition that Dr. Rothstein continue treatment for depression.
8. Dr. Rothstein states, and the State Medical Board of Ohio acknowledges, that Dr. Rothstein has fulfilled the conditions for reinstatement of his certificate to practice medicine and surgery in the State of Ohio, as established in the aforementioned October 2001 Step I Consent Agreement Between Lawrence B. Rothstein, M.D. and The State Medical Board of Ohio.
9. Dr. Rothstein admits that, on or about March 18, 2001, in Gahanna, Ohio, he had cocaine within his possession, which he was not legally authorized to possess pursuant to 2925.11(B), and that such cocaine was discovered during a police search of an

automobile in which Dr. Rothstein was a riding as a passenger. Dr. Rothstein admits that he was arrested and charged by complaint with felony possession of cocaine, and that final disposition of these criminal charges remains pending at this time.

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

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Rothstein to practice medicine and surgery in the State of Ohio shall remain SUSPENDED until April 1, 2002.

INTERIM MONITORING

2. During the period that Dr. Rothstein's certificate to practice medicine and surgery in the State of Ohio is suspended, Dr. Rothstein shall comply with the following terms, conditions and limitations:
 - a. Dr. Rothstein shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
 - b. Dr. Rothstein 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 October 2001 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.
 - c. Dr. Rothstein 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 next appearance would have been scheduled pursuant to his October 2001 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.

MONITORING OF REHABILITATION AND TREATMENT

Sobriety

- d. Dr. Rothstein shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to he/her by another so authorized by law who has full knowledge of Dr. Rothstein's history of chemical dependency.
- e. Dr. Rothstein shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Supervising Physician

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

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

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

Management of Depression

- h. Within thirty (30) days of the effective date of this Consent Agreement, Dr. Rothstein shall submit to the Board for its prior approval the name and qualifications of a physician and/or psychologist of his choice for management of his depression. Upon approval by the Board, Dr. Rothstein shall undergo and continue treatment monthly or as otherwise directed by the Board. Dr. Rothstein shall comply with his depression management treatment plan, including taking medications as prescribed and/or ordered for his depression. Dr. Rothstein shall ensure that reports are forwarded by his physician and/or psychologist to the Board on a quarterly basis, or as otherwise directed by the Board. These reports shall contain information describing Dr. Rothstein's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Rothstein's compliance with his treatment plan; Dr. Rothstein's mental status; Dr. Rothstein's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Rothstein shall ensure that his physician and/or psychologist immediately notifies the Board of his failure to comply with his treatment plan and/or any determination that Dr. Rothstein is unable to practice due to his depression or any other psychiatric disorder. It is Dr. Rothstein's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Rothstein's quarterly declaration.

Rehabilitation Program

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

Dr. Rothstein 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. Rothstein's quarterly declarations.

Aftercare/Physician Health Program

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

Releases

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

Required Reporting by Licensee

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

PROBATIONARY TERMS

3. Upon reinstatement, Dr. Rothstein's certificate to practice medicine and surgery in the State of Ohio shall be subject to the following PROBATIONARY terms, conditions and limitations for a minimum of five (5) years:
 - a. Dr. Rothstein shall continue to be subject to the terms, conditions and limitations specified in sub-paragraphs (a) through (m) of paragraph (2) of this Consent Agreement.
 - b. In the event that Dr. Rothstein should leave Ohio for three continuous months, or reside or practice outside the State, Dr. Rothstein must notify the Board in writing of the dates of departure and return. Periods of time spent outside Ohio will not apply to the reduction of this period under this Consent Agreement, unless otherwise determined by motion of the Board in instances where the Board can be assured that probationary monitoring is otherwise being performed.
 - c. In the event Dr. Rothstein 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 Physician

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

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

In the event that the designated monitoring physician becomes unable or

unwilling to serve in this capacity, Dr. Rothstein must immediately so notify the Board in writing. In addition, Dr. Rothstein 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. Rothstein 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.

Drug Associated Restrictions

- e. Dr. Rothstein shall keep a log of all Ultram and controlled substances purchased, prescribed, personally furnished, administered, or ordered, including all samples of Ultram and controlled substances. Such log shall be submitted, in the format approved by the Board, thirty days prior to Dr. Rothstein's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Rothstein shall make his patient records with regard to such prescribing, personally furnishing, and administering available for review by an agent of the Board upon request.

If Dr. Rothstein administers any controlled substances, he shall have the disposal of any waste controlled substances witnessed and reflected in the log referred to above.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Rothstein 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. Rothstein has violated any term, condition or limitation of this Consent Agreement, Dr. Rothstein 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. Rothstein shall not request termination of this Consent Agreement for a minimum of five years following reinstatement of Dr. Rothstein's certificate to practice medicine and surgery. In addition, Dr. Rothstein 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. Rothstein 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. Rothstein hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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

EFFECTIVE DATE

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

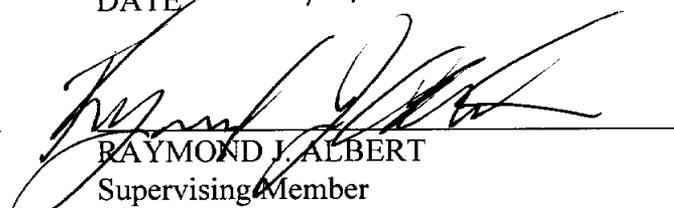

LAWRENCE B. ROTHSTEIN, M.D.


ANAND G. GARG, M.D.
Secretary

2-7-2002
DATE

2/13/02
DATE


E. WILLIAM MEEKS, ESQ.
Attorney for Dr. Rothstein


RAYMOND J. ALBERT
Supervising Member

2-7-2002
DATE

2/13/02
DATE



REBECCA J. ALBERS, ESQ.
Assistant Attorney General



DATE

SEP - 7 2001

STEP I
CONSENT AGREEMENT
BETWEEN
LAWRENCE B. ROTHSTEIN, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO

This CONSENT AGREEMENT is entered into by and between LAWRENCE B. ROTHSTEIN, M.D., and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

LAWRENCE B. ROTHSTEIN, M.D. 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 STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(B)(26), 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 "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice."
- B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), 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. Such express reservation includes, but is not limited to, the right to institute formal proceedings based upon any violations related to patient care or involving criminal acts, regardless of whether the acts underlying such additional violations are related to the violation of Section 4731.22(B)(26), Ohio Revised Code, as set forth below.

- C. LAWRENCE B. ROTHSTEIN, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- D. LAWRENCE B. ROTHSTEIN, M.D., STATES that he is also licensed to practice medicine and surgery in the State(s) of N/A.
- E. LAWRENCE B. ROTHSTEIN, M.D., ADMITS that he has been diagnosed with substance abuse and that his drug of choice is cocaine. DOCTOR ROTHSTEIN further ADMITS that he participated in residential treatment for his substance abuse at Shepherd Hill Hospital, a Board approved treatment provider in Newark, Ohio, from May 22, 2001, to June 29, 2001, after having been arrested and charged by complaint with possession of drugs (cocaine).

DOCTOR ROTHSTEIN STATES that since his discharge from Shepherd Hill Hospital he has maintained compliance with his aftercare agreement with Shepherd Hill Hospital, including participating in Caduceus and aftercare meetings weekly, attending AA meetings three to four times weekly, and submitting to random urine drug screens weekly. DOCTOR ROTHSTEIN further STATES that he has entered into an advocacy agreement with the Ohio Physicians Effectiveness Program, and that he remains compliant with such agreement to date.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, LAWRENCE B. ROTHSTEIN, M.D., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following terms, conditions and limitations:

SUSPENSION OF CERTIFICATE

1. The certificate of DOCTOR ROTHSTEIN to practice medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time, but not less than three (3) months;

Sobriety

2. DOCTOR ROTHSTEIN 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 DOCTOR ROTHSTEIN's history of chemical dependency;
3. DOCTOR ROTHSTEIN shall abstain completely from the use of alcohol;

Releases; Quarterly Declarations and Appearances

4. DOCTOR ROTHSTEIN 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 DOCTOR ROTHSTEIN's chemical dependency or related conditions, or for purposes of complying with the 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. DOCTOR ROTHSTEIN 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. DOCTOR ROTHSTEIN shall submit quarterly declarations under penalty of BOARD disciplinary action or criminal prosecution, stating whether there has been compliance with all the conditions of this CONSENT AGREEMENT. The first quarterly declaration must be received in the BOARD's offices on the first day of the third month following the month in which the CONSENT AGREEMENT becomes effective, provided that if the effective date is on or after the 16th day of the month, the first quarterly declaration must be received in the BOARD's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the BOARD's offices on or before the first day of every third month;

6. DOCTOR ROTHSTEIN shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed 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. (Example: The first quarterly appearance is scheduled for February, but based upon the doctor's serious personal illness he is permitted to delay appearance until April. The next appearance will still be scheduled for May, three months after the appearance as originally scheduled.) Although the BOARD will normally give DOCTOR ROTHSTEIN written notification of scheduled appearances, it is DOCTOR ROTHSTEIN's responsibility to know when personal appearances will occur. If he does not receive written notification from the BOARD by the

end of the month in which the appearance should have occurred, DOCTOR ROTHSTEIN shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

Drug & Alcohol Screens; Supervising Physician

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

Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR ROTHSTEIN shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR ROTHSTEIN 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 DOCTOR ROTHSTEIN. The supervising physician shall ensure that the urine specimens are obtained on a random basis, that the giving of the specimen is witnessed by a reliable person, and that appropriate control over the specimen is maintained. In addition, the supervising physician shall immediately inform the BOARD of any positive screening results;

DOCTOR ROTHSTEIN shall ensure that the supervising physician provides quarterly reports to the BOARD, on forms approved or provided by the BOARD, 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 responsibilities;

In the event that the designated supervising physician becomes unable or unwilling to so serve, DOCTOR ROTHSTEIN must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR ROTHSTEIN shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the 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 DOCTOR ROTHSTEIN's quarterly declaration. It is DOCTOR ROTHSTEIN's responsibility to ensure that reports are timely submitted;

CONDITIONS FOR REINSTATEMENT

8. The BOARD shall not consider reinstatement of DOCTOR ROTHSTEIN's certificate to practice medicine and surgery unless and until all of the following conditions are met:
 - a. DOCTOR ROTHSTEIN shall submit an application for reinstatement, accompanied by appropriate fees, if any;
 - b. DOCTOR ROTHSTEIN 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 DOCTOR ROTHSTEIN has successfully completed any required inpatient treatment;
 - ii. Evidence of continuing full compliance with an aftercare contract or consent agreement;
 - iii. Two written reports indicating that DOCTOR ROTHSTEIN'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 individuals or providers approved by the BOARD for making such assessments and shall describe the basis for this determination.
 - c. DOCTOR ROTHSTEIN shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the BOARD or, if the BOARD and DOCTOR ROTHSTEIN are unable to agree on the terms of a written CONSENT AGREEMENT, then DOCTOR ROTHSTEIN 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 DOCTOR ROTHSTEIN's certificate to practice medicine and surgery in this state, the BOARD shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into

before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code and, upon termination of the consent agreement or Board Order, submission to the BOARD for at least two years of annual progress reports made under penalty of BOARD disciplinary action or criminal prosecution stating whether DOCTOR ROTHSTEIN has maintained sobriety.

9. In the event that DOCTOR ROTHSTEIN has not been engaged in the active practice of medicine and surgery for a period in excess of two years prior to application for reinstatement, the BOARD may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of DOCTOR ROTHSTEIN's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

10. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR ROTHSTEIN 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. DOCTOR ROTHSTEIN 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, DOCTOR ROTHSTEIN shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.
11. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR ROTHSTEIN 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, DOCTOR ROTHSTEIN 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.

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, DOCTOR ROTHSTEIN 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

DOCTOR ROTHSTEIN 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.

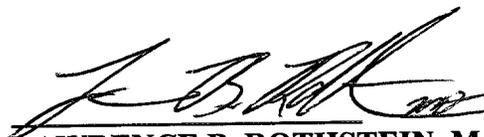
DOCTOR ROTHSTEIN hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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.

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, or October 1, 2001, whichever is later.



LAWRENCE B. ROTHSTEIN, M.D.



ANAND G. GARG, M.D.
Secretary

9/6/01

DATE

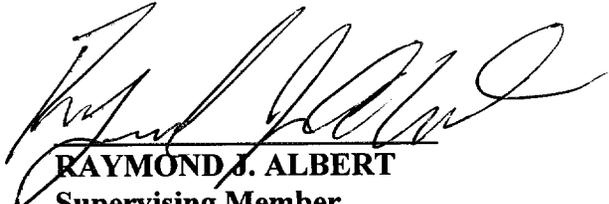
09/12/01

DATE



R. William Meeks, Esq.
Attorney for Dr. Rothstein

Sept 6 2001
DATE



RAYMOND J. ALBERT
Supervising Member

9/12/01
DATE



REBECCA J. ALBERS, ESQ.
Assistant Attorney General

9/12/01
DATE