

**CONSENT AGREEMENT
BETWEEN
JEWEL APPENZELLER STEVENS, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Stevens 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)(2), Ohio Revised Code, for "failure to maintain minimal standards applicable to the selection or administration of drugs, or failure to employ acceptable scientific methods in 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;" Section 4731.22(B)(6), Ohio Revised Code, for conduct that constitutes "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;" Section 4731.22(B)(20), Ohio Revised Code, for "violating or attempting to violate, directly or indirectly, or assisting in the abetting the violating of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board; Section 4731.22(B)(34), Ohio Revised Code, for conduct that constitutes a "failure to cooperate in an investigation conducted by the board under division (F) of this section, including failure to comply with a subpoena or order issued by the board or failure to answer truthfully a question presented by the board in an investigative interview, an investigative office conference, at a deposition, or in written interrogatories."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(2), 4731.22(B)(6), 4731.22(B)(20), and 4731.22(B)(34), Ohio Revised Code, as set forth in the Consent Agreement Between Jewel Appenzeller Stevens, M.D. and the State Medical Board of Ohio [June 2023 Consent Agreement], effective June 14, 2023 and as set forth in Paragraph E through G, below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.

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- C. Dr. Stevens is seeking reinstatement of her certificate to practice medicine and surgery, license number 35.042214, which was indefinitely suspended, but not less than 180 days, pursuant to the June 2023 Consent Agreement.
- D. Dr. Stevens states that she is not licensed to practice in any other state or jurisdiction.
- E. Dr. Stevens admits that, pursuant to the June 2023 Consent Agreement and following a wind-down period, her license was suspended indefinitely, but not less than 180 days. Dr. Stevens states that she observed the suspension and has not practiced medicine and surgery since on or about July 14, 2023.
- F. Dr. Stevens states, and the Board acknowledges receipt of information to support, that she completed a course in satisfaction of the requirement in the June 2023 Consent Agreement that she complete a course in controlled substances prescribing.
- G. Additionally, Dr. Stevens states and the Board confirms that she paid the \$3,500.00 fine assessed in the June 2023 Consent Agreement.

AGREED CONDITIONS

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

GENERAL PROBATIONARY REQUIREMENTS:

- 1. Dr. Stevens shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
- 2. Dr. Stevens 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 June 2023 Consent Agreement with the Board, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
- 3. Dr. Stevens shall appear for an interview before the Board or its designated representative, as requested.
- 4. In the event that Dr. Stevens does not reside or practice in Ohio while subject to the requirements of this Consent Agreement, the Secretary and Supervising Member of the Board, in their sole discretion, may allow this Board's monitoring of Dr. Stevens to be coordinated with an entity or board from another jurisdiction provided the Secretary and Supervising Member determine that such coordination ensures substantial compliance with the requirements of this Consent Agreement.

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5. In the event Dr. Stevens 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 be tolled and shall not apply to the reduction of the probationary period under this Consent Agreement. Further, the Secretary and Supervising Member of the Board, in their sole discretion, may enact such tolling for a period of no more than thirty days for each instance of non-compliance that occurs within the first quarter of any failure to comply with the required provisions of this Consent Agreement, and no more than sixty days for each instance of non-compliance that occurs within any subsequent quarter(s) of any failure to comply with the required provisions of this Consent Agreement.

PRACTICE PLAN AND MONITORING PHYSICIAN

6. Before engaging in any medical practice in Ohio, Dr. Stevens shall submit to the Board and receive its approval for a plan of practice in Ohio. The practice plan, unless otherwise determined by the Board, shall be limited to a supervised structured environment in which Dr. Stevens's activities will be directly supervised and overseen by a monitoring physician approved by the Board. Dr. Stevens shall obtain the Board's prior approval for any alteration to the practice plan approved pursuant to this Order.

At the time Dr. Stevens submits her practice plan, she shall also submit the name and curriculum vitae of a monitoring physician for prior written approval by the Secretary and 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. Stevens and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Stevens and her medical practice and shall review Dr. Stevens'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. Stevens and her medical practice, and on the review of Dr. Stevens's patient charts. Dr. Stevens 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. Stevens's declarations of compliance.

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Stevens shall immediately so notify the Board in writing. In addition, Dr. Stevens shall make arrangements acceptable to the Board for another monitoring physician within 30 days after the previously designated monitoring physician becomes unable or unwilling to serve, unless otherwise determined by the Board. Dr. Stevens shall further ensure that the previously designated monitoring physician also notifies the Board directly of her or her inability to continue to serve and the reasons therefor.

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JEWEL APPENZELLER STEVENS, M.D.
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The Board, in its sole discretion, may disapprove any physician proposed to serve as Dr. Stevens's monitoring physician, or may withdraw its approval of any physician previously approved to serve as Dr. Stevens's 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.

REQUIRED REPORTING BY LICENSEE

7. Within thirty days of the effective date of this Consent Agreement, Dr. Stevens 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. Stevens 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. Stevens 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. Stevens shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, within thirty days of the date of each such notification, Dr. Stevens shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.
8. Within thirty days of the effective date of this Consent Agreement, Dr. Stevens shall provide a copy of this Consent Agreement by certified mail 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. Stevens further agrees to provide a copy of this Consent Agreement by certified mail 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. Additionally, within thirty days of the effective date of this Consent Agreement, Dr. Stevens shall provide a copy of this Consent Agreement to any specialty or subspecialty board of the American Board of Medical Specialties or the American Association Bureau of Specialists under which she currently holds or has previously held certification. Further, within thirty days of the date of each such notification, Dr. Stevens shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.
9. Dr. Stevens 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. Stevens appears to have violated or breached any term or condition of this Consent Agreement, the Board

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

DURATION/MODIFICATION OF TERMS

Dr. Stevens shall not request termination of this Consent Agreement for a minimum of one year. In addition, Dr. Stevens shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year, except that Dr. Stevens may make such request with the mutual approval and joint recommendation of the Secretary and Supervising Member. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

In the event that the Board initiates future formal proceedings against Dr. Stevens, 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 upon this Consent Agreement being superseded by a subsequent final Board Order taking effect.

In the event that any term, limitation, or condition contained in this Consent Agreement is determined to be invalid by a court of competent jurisdiction, Dr. Stevens and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

ACKNOWLEDGMENTS/LIABILITY RELEASE

By executing her signature on this Consent Agreement, Dr. Stevens agrees that in the event the Board, in its discretion, does not ratify this Consent Agreement, this settlement offer is withdrawn and shall be of no evidentiary value and shall not be relied upon or introduced in any disciplinary action or appeal by either party. Dr. Stevens and the Board further agree that if this Consent Agreement is not approved, it shall not constitute an admission against interest in this proceeding and shall not prejudice the ability of the Board to adjudicate this matter.

This Consent Agreement represents the sole and entire agreement of the parties hereto and supersedes all prior written or oral negotiations, agreements, or understandings between the parties. No party to this Agreement has been induced to enter into the Consent Agreement by any representations or inducements except those expressly set forth in this written Agreement. Further, all parties agree that to the extent any language in the Agreement will be interpreted in a subsequent dispute, no ambiguous language shall be construed against the party drafting this Consent Agreement.

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JEWEL APPENZELLER STEVENS, M.D.
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Dr. Stevens 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.

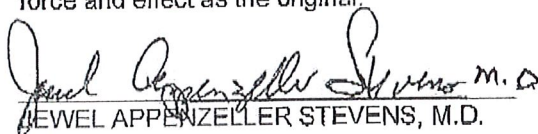
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

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

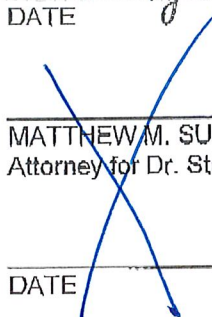
This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Stevens acknowledges that her social security number will be used if this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

EFFECTIVE DATE

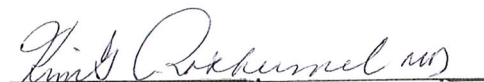
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below. Further, Dr. Stevens specifically acknowledges that the electronic transmission of a scanned or photostatic copy of any executed signature to this Consent Agreement, upon being received by the Board, shall be deemed to have the full legal force and effect as the original.


JEWEL APPENZELLER STEVENS, M.D.


February 5, 2023
DATE


MATTHEW M. SUELLENTROP
Attorney for Dr. Stevens


DATE


KIM G. ROTHERMEL, M.D.
Secretary

2/14/24
DATE


HARISH KAKARALA, M.D.
Supervising Member

2/14/24
DATE


JAMES ROACH
Enforcement Attorney

2/5/24
DATE

(7) 223-6339

**CONSENT AGREEMENT
BETWEEN
JEWEL A. STEVENS, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO
CASE NOS. 23-CRF-0025; 21-CRF-0209**

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

Dr. Stevens 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)(2), Ohio Revised Code, for "failure to maintain minimal standards applicable to the selection or administration of drugs, or failure to employ acceptable scientific methods in 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;" Section 4731.22(B)(6), Ohio Revised Code, for conduct that constitutes "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;" Section 4731.22(B)(20), Ohio Revised Code, for "violating or attempting to violate, directly or indirectly, or assisting in the abetting the violating of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board; Section 4731.22(B)(34), Ohio Revised Code, for conduct that constitutes a "failure to cooperate in an investigation conducted by the board under division (F) of this section, including failure to comply with a subpoena or order issued by the board or failure to answer truthfully a question presented by the board in an investigative interview, an investigative office conference, at a deposition, or in written interrogatories."
- B. The Board enters into this Consent Agreement in lieu of further formal proceedings based upon the allegations set forth in the Notice of Opportunity for Hearing issued on February 8, 2023, attached hereto as Exhibit A and incorporated herein by this reference, as well as the Notice of Opportunity for Hearing issued on November 10, 2021, attached hereto as Exhibit B and incorporated herein by this reference. The Board expressly reserves the right to institute additional formal proceedings based upon any other violations of Chapter 4731, Ohio Revised Code, whether occurring before or after the effective date of this Consent Agreement.
- C. Dr. Stevens is licensed to practice medicine and surgery in the State of Ohio, License number 35.042214.

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- D. Dr. Stevens states that she is not licensed to practice medicine and surgery in any other state.
- E. Dr. Stevens admits to the factual and legal allegations contained in the February 8, 2023 Notice of Opportunity for Hearing and the November 10, 2021 Notice of Opportunity for Hearing.

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

SUSPENSION OF CERTIFICATE

- 1. The certificate of Dr. Stevens to practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 180 days. This indefinite suspension shall begin thirty (30) days from the effective date of this Consent Agreement. Further, during the thirty-day interim, Dr. Stevens shall not undertake the care of any patient not already under her care.

GENERAL PROBATIONARY REQUIREMENTS:

Obey all Laws

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

Absences from Ohio

- 3. In the event that Dr. Stevens does not reside or practice in Ohio while subject to the requirements of this Consent Agreement, the Secretary and Supervising Member of the Board, in their sole discretion, may allow this Board's monitoring of Dr. Stevens to be coordinated with an entity or board from another jurisdiction provided the Secretary and Supervising Member determine that such coordination ensures substantial compliance with the requirements of this Consent Agreement.

Releases; Quarterly Declarations and Appearances

- 4. Dr. Stevens 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.

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JEWEL A. STEVENS, M.D.
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5. Dr. Stevens 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 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.

CONDITIONS FOR REINSTATEMENT/RESTORATION

6. The Board shall not consider reinstatement or restoration of Dr. Stevens's certificate to practice medicine and surgery until all of the following conditions are met:
 - a. Dr. Stevens shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
 - b. Dr. Stevens 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. **Controlled Substances Prescribing Course:** Dr. Stevens shall provide acceptable documentation of successful completion of a course dealing with the prescribing of controlled substances. The exact number of hours and the specific content of the course or courses shall be subject to the prior approval of the Board or its designee. Any courses taken in compliance with this provision shall be in addition to the Continuing Medical Education requirements for relicensure for the Continuing Medical Education period(s) in which they are completed, and must have been completed within the immediately preceding six month period prior to Dr. Stevens's application for reinstatement or restoration.

In addition, at the time Dr. Stevens submits the documentation of successful completion of the course dealing with the prescribing of controlled substances, she shall also submit to the Board a written report describing the course, setting forth what she learned from the course, and identifying with specificity how she will apply what she has learned to her practice of medicine in the future.
 - iii. Evidence of continuing full compliance with this Consent Agreement.
 - iv. Dr. Stevens shall fully cooperate in providing the Board with any and all information requested by the Board.
 - v. In the event that the Board initiates future formal proceedings against Dr. Stevens, including but not limited to issuance of a Notice of Opportunity for Hearing, Dr. Stevens shall be ineligible for reinstatement/restoration until such

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proceedings are fully resolved by ratification by the Board of a subsequent Consent Agreement or a final Board Order taking effect.

- c. Dr. Stevens shall enter into a written consent agreement including probationary terms (including but not limited to a minimum period of probation of at least one year, a practice plan, and a monitoring physician approved by the Board), as well as 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. Stevens are unable to agree on the terms of a written Consent Agreement, then Dr. Stevens 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. Stevens that said hearing has been scheduled, advising Dr. Stevens 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/restoration of Dr. Stevens'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/restoration or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119 of the Revised Code.

7. In the event that Dr. Stevens 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/restoration, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Stevens's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

8. Within thirty days of the effective date of this Consent Agreement, Dr. Stevens 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. Stevens 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. Stevens 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. Stevens shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, within thirty days of the date of each such notification, Dr. Stevens shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.

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9. Within thirty days of the effective date of this Consent Agreement, Dr. Stevens shall provide a copy of this Consent Agreement by certified mail 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. Stevens further agrees to provide a copy of this Consent Agreement by certified mail 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. Additionally, within thirty days of the effective date of this Consent Agreement, Dr. Stevens shall provide a copy of this Consent Agreement to any specialty or subspecialty board of the American Board of Medical Specialties or the American Osteopathic Association Bureau of Osteopathic Specialists under which she currently holds or has previously held certification. Further, within thirty days of the date of each such notification, Dr. Stevens shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.
10. Dr. Stevens shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

MONETARY FINE:

11. Within thirty days of the effective date of this Consent Agreement, Dr. Stevens shall remit payment in full of a monetary fine of three thousand five hundred dollars (\$3,500.00). Such payment shall be made in full via credit card in the manner specified by the Board through its online portal, or by other manner as specified by the Board. Further, Dr. Stevens acknowledges and agrees that her failure to timely remit full payment shall constitute a violation of this agreement and agrees to pay all reasonable costs associated with the collection of any payment.

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. Stevens, 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 upon this Consent Agreement being superseded by a subsequent final Board Order taking effect.

Further, in the event that Dr. Stevens's certificate to practice is not reinstated/restored within five years of the effective date of this Consent Agreement, this agreement shall remain in effect but the provisions set forth within the "General Probationary Requirements" and the "Required Reporting by Licensee" sections, above, shall automatically terminate at that time.

In the event that any term, limitation, or condition contained in this Consent Agreement is determined to be invalid by a court of competent jurisdiction, Dr. Stevens and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

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FAILURE TO COMPLY

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

By executing her signature on this Consent Agreement, Dr. Stevens agrees that in the event the Board, in its discretion, does not ratify this Consent Agreement, this settlement offer is withdrawn and shall be of no evidentiary value and shall not be relied upon or introduced in any disciplinary action or appeal by either party. Dr. Stevens and the Board further agree that if this Consent Agreement is not approved, it shall not constitute an admission against interest in this proceeding and shall not prejudice the ability of the Board to adjudicate this matter.

This Consent Agreement represents the sole and entire agreement of the parties hereto and supersedes all prior written or oral negotiations, agreements, or understandings between the parties. No party to this agreement has been induced to enter into the Consent Agreement by any representations or inducements except those expressly set forth in this written agreement. Further, all parties agree that to the extent any language in the agreement will be interpreted in a subsequent dispute, no ambiguous language shall be construed against the party drafting this Consent Agreement.

Dr. Stevens 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. Stevens 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. Stevens 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. Further, Dr. Stevens specifically acknowledges that the electronic transmission of a scanned or photostatic copy of any executed signature to this Consent Agreement, upon being received by the Board, shall be deemed to have the full legal force and effect as the original.

CONFIDENTIAL
EXEMPT FROM DISCLOSURE

JEWEL A. STEVENS, M.D.

KIM G. ROTHERMEL, M.D.
Secretary

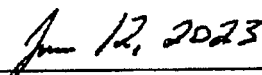
DATE

DATE



MATTHEW M. SUELLENTROP, ESQ.
Attorney for Dr. Stevens

ROBERT P. GIACALONE, R. Ph, J.D.
Supervising Member



DATE

DATE

BRANDON W. PUCKETT
Assistant Attorney General

DATE



February 8, 2023

Case number: 22-CRF- 0025

Jewel A. Stevens, M.D.
10021 Beaufort Run
Centerville, OH 45458

Dear Doctor Stevens:

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 or suspend your license or certificate, or refuse to grant or register or issue the license or certificate for which you have a pending application in accordance with Section 9.79 of the Ohio Revised Code, or refuse to renew or reinstate your license or certificate to practice medicine and surgery, or to reprimand you or place you on probation for one or more of the following reasons:

- (1) On or about July 18, 2019, the Board issued an investigative subpoena duces tecum to the practice location where you worked, requesting the complete patient record of thirteen patients to whom you had provided treatment [July 2019 Subpoena]. Those patients were identified via a Patient Key attached to the July 2019 Subpoena. On or about July 31, 2019, your front desk supervisor certified that the records contained in the response to the subpoena represented "a complete, accurate, and true copy of the aforementioned patient's medical/pharmaceutical record."
- (2) On or about November 10, 2021, the Board issued a Notice of Opportunity for Hearing in Case number 21-CRF-0209 [2021 Citation]. Despite the certification that the patient records were complete, you failed to provide a complete copy of each patient record in response to the July 2019 Subpoena. In January 2023, you admitted in sworn answers to interrogatories that you had participated in answering the subpoena, and that you had directly supervised a staff member who prepared the patient records submitted in response to the July 2019 Subpoena. You also admitted that you directed the staff member to include in the July 2019 Subpoena response only electronic progress notes, and knowingly excluded paper records, telephone messages, and letters to patients, although you failed to notify the Board of the excluded records until after the issuance of the 2021 Citation.

Your acts, conduct, and/or omissions as alleged in paragraph (1) through (2) above, individually and/or collectively, constitute "[f]ailure to cooperate in an investigation conducted by the board under division (F) of this section, including failure to comply with a subpoena or order issued by

Mailed 2-9-2023

the board or failure to answer truthfully a question presented by the board in an investigative interview, an investigative office conference, at a deposition, or in written interrogatories," as that clause is used in Section 4731.22(B)(34), Ohio Revised Code.

Furthermore, for any violations that occurred on or after September 29, 2015, the Board may impose a civil penalty in an amount that shall not exceed twenty thousand dollars, pursuant to Section 4731.225, Ohio Revised Code. The civil penalty may be in addition to any other action the Board may take under section 4731.22, 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.

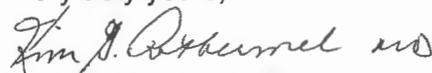
You are further advised that, if you timely request a hearing, you are entitled to appear at such hearing in person, or by your attorney, or by such other representative as is permitted to practice before this agency, or you may present your position, arguments, or contentions in writing, and that at 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 or suspend your license or certificate, or refuse to grant or register or issue the license or certificate for which you have a pending application in accordance with Section 9.79 of the Ohio Revised Code, or refuse to renew or reinstate your license or 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 or issue a license or certificate to practice to an applicant, revokes an individual's license or certificate to practice, refuses to renew an individual's license or certificate to practice, or refuses to reinstate an individual's license or 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 license or certificate to practice and the board shall not accept an application for reinstatement of the license or certificate or for issuance of a new license or certificate."

Copies of the applicable sections are enclosed for your information.

Very truly yours,



Kim G. Rothermel, M.D.
Secretary

KGR/TCN/lv
Enclosures

CERTIFIED MAIL # 9414 8149 0315 2968 0177 43
RETURN RECEIPT REQUESTED

cc: Matthew Suellentrop
Bieser, Greer & Landis LLP
6 North Main St, Suite 400
Dayton, OH 45402

CERTIFIED MAIL # 9414 8149 0315 2968 0177 50
RETURN RECEIPT REQUESTED



State Medical Board of

Ohio

30 E. Broad St., 3rd Floor
Columbus, Ohio 43215
(614) 466-3934
www.med.ohio.gov

November 10, 2021

Case number: 21-CRF- *0209*

Jewel Stevens, M.D.
10021 Beaufort Run
Centerville, OH 45458

Dear Doctor Stevens:

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, or suspend your license or certificate, or refuse to grant or register or issue the license/certificate for which you have a pending application in accordance with Section 9.79 of the Ohio Revised Code, or refuse to renew or reinstate your license or certificate to practice medicine and surgery, or to reprimand you or place you on probation for one or more of the following reasons:

(1) During the time period on or around January 2001 to on or around July 2019, you provided care in the routine course of your practice to Patients 1 through 8 as identified in the attached Patient Key (Key is confidential and to be withheld from public disclosure). You inappropriately treated and/or failed to appropriately treat; and/or you failed to appropriately document your treatment of these patients, and/or you departed from, or failed to conform to, minimal standards of care for similar practitioners under the same or similar circumstances, which included:

- Inappropriate and/or excessive prescribing of controlled substances;
- Inappropriate and/or inadequate monitoring of patients' medications, and inappropriate and/or inadequate management of patients' conditions;
- A failure to appropriately and/or adequately explain or justify the reason(s) you prescribed the medications chosen and/or escalated the doses prescribed, and/or a failure to adequately document the same, including for patients who were prescribed opiates and/or benzodiazepines on a long-term basis; and/or
- A failure to check the Ohio Automated Rx Reporting System (OARRS) before prescribing controlled substances

Mailed 11-12-2021

- (2) Specific examples of such conduct and care to Patients 1 through 8 include, but are not limited to, the following:
- (a) You treated Patient 1 from on or about March 2011 through at least on or about May 2019 for chronic pain, knee pain, shoulder pain, flank pain, opiate induced constipation, depression, hyperlipidemia, prediabetes, hypertension, gastroesophageal reflux disease, allergic rhinitis, asthma, chronic obstructive pulmonary disease, chronic kidney disease, insomnia, morbid obesity, metabolic syndrome, sleep apnea, vertebral compression fracture, clostridium difficile colitis, impacted cerumen, restless leg syndrome, and other issues. You prescribed medications including Opana ER, Percocet, Hydrocodone, MiraLAX, Lorzone, Lyrica, Ambien, Meloxicam, Voltaren, Arthrotec, Celebrex, Cymbalta, Remeron, Vistaril, Singulair, Ropinirole, Ranitidine, Protonix, Nexium, Lisinopril, Furosemide, Simvastatin, Valtrex, Colbetasol solution, Xarelto, Flonase, Patanol, Clobetasol, Cialis, Azithromycin, Flagyl, Cipro, Omnaris, melatonin, Tassalon Perles, Advair HFA, Miacalcin.

Patient 1 has rods and screws in his back from prior back surgery, and multiple bulging discs. Prior to November 2012, Patient 1 was treated by a pain specialist who prescribed Opana ER 40 mg twice daily and Hydrocodone 10/300 every 8 hours for breakthrough pain. After an inconsistent urine drug screen in June 2012, a note from Patient 1's pain specialist documented the need to begin weaning Patient 1 from Opana ER. In August 2012 you increased Lyrica 25 mg daily to Lyrica 25 mg three times daily. In November 2012 you assumed prescribing Patient 1's opiate pain medications from the pain specialist. The patient was taking Opana ER 40 mg twice daily, and you prescribed Percocet 7.5/500 mg three times daily for breakthrough pain.

In December 2012 you started Patient 1 on Ambien 10 mg for insomnia. You did not prescribe any first line treatments for insomnia before starting Ambien, although you later added mirtazapine in November 2014. The pain specialist had noted in June 2012 that Patient 1 was taking Lunesta for insomnia.

In April 2014 you increased Percocet to 10/325 mg three times daily. In September 2014 Patient 1 was admitted to the hospital for respiratory failure and required intubation. The notes indicate the respiratory depression was due to side effects of narcotics and possibly Ambien or Lyrica. You noted having a long discussion with Patient 1 and noted he was "aware but is not willing to go without pain meds d/t poor quality of life with pain." You changed the Percocet to 7.5/325 four times a day, the same daily amount.

In January 2015 and again in October 2015, Patient 1 was admitted to hospital for respiratory failure. You noted that Patient 1 understood that the narcotic medications and possibly Ambien or Lyrica were contributing to respiratory failure but that he did not want to decrease dose. You referred Patient 1 to a pulmonologist and started Patient 1 on bilevel positive airway pressure (BiPAP).

In October 2017, Patient 1 was readmitted to the hospital for acute exacerbation of COPD and was given Naloxone and admitted again in November 2017. You did not order any documented urine drug screens to Patient 1 from 2012 through 2019. You noted on May 30, 2019 that medical literature “counsels against a forced titration of opiates.”

- (b) You treated Patient 2 from on or about April 2008 through at least on or about May 2019 for a multitude of issues, including metabolic syndrome, male hypogonadism, hypertension, hyperlipidemia, gastroesophageal reflux disease, erectile dysfunction, anxiety, depression, allergic rhinitis, shoulder pain, acute back pain, acute sacroiliac joint sprain, seborrheic keratosis, inflamed skin tag, onychomycosis, upper respiratory infection, sinus infection, left elbow epicondylitis, tinea cruris, and a shoulder wound incision and drainage. You prescribed medications, including Alprazolam, Depo-Testosterone, Phentermine, Fluoxetine, Wellbutrin XL, Benazepril, Amlodipine-Benazepril, Diltiazem, Sildenafil, Percocet, Tramadol, Atorvastatin, Ibuprofen, Naprosyn, Diclofenac tablets, Diclofenac gel, Cyclobenzaprine, Omeprazole, Lotrisone, Flonase, Allopurinol, Flovent, Scopolamine, Aerospan, Ketoconazole, Azithromycin, Levaquin, Augmentin, Bactrim DS, Bactroban ointment, Viagra, Cialis, Levitra, Kenalog shoulder and L4-5 facet injection.

You prescribed Patient 2 Xanax ½ to 1 mg every eight hours for anxiety without documenting how you arrived at a diagnosis of anxiety. You did not administer or failed to document administering a rating scale such as the general anxiety disorder-7 questionnaire. There is no documented attempt to try first line medications and counseling before prescribing a benzodiazepine. There was no controlled substance agreement documented. There was no attempt to wean Patient 2 off of Xanax even when Patient 2 took more than prescribed. There was only one documented urine screen which tested negative for Alprazolam.

You prescribed Xanax and Percocet concomitantly, despite a diagnosis in Patient 2 of sleep apnea, and knowing Patient 2 required continuous positive airway pressure for sleep apnea. You failed to check OARRS, which led to you prescribing Percocet at the same time Patient 2 was prescribed Percocet by an orthopedist. You had to be alerted to this double prescribing of Percocet by the orthopedist.

You prescribed to Patient 2 five separate courses of Phentermine over three years for weight loss despite the patient’s lack of diet and exercise. On several occasions, Patient 2 gained weight during a 30-day period of Phentermine use. You failed to review and/or failed to document reviewing OARRS before prescribing Phentermine.

You diagnosed Patient 2 with male hypogonadism without a male genitourinary physical exam and testicular exam documented in the chart. You prescribed testosterone without first documenting in that chart a prostate specific antigen test and a digital rectal exam to check the prostate. There was no urology consult documented in the chart, and you failed to draw and/or failed to document drawing of two levels of low testosterone prior to 10 AM. There was no blood work and subsequent digital rectal exam three months after testosterone treatment began

documented in the chart. Despite an elevated hematocrit result on September 31, 2016, there was no documented intervention regarding the elevated level, such as stopping testosterone therapy until the hematocrit levels returned to a safer level.

- (c) You treated Patient 3 from on or about March 2003 through at least on or about June 2019 for chronic back pain, anxiety, metabolic syndrome, paroxysmal atrial tachycardia, and other issues. You prescribed MS Contin, Hydrocodone 7.5/325 mg, Clonazepam, Gabapentin, Duloxetine, Amitriptyline, Sertraline, Citalopram, Hydroxyzine, Phenergan, Meloxicam, Diclofenac, Naproxen, Toprol XL, hydrochlorothiazide, Furosemide, Cephalexin, Bactrim, Azithromycin, Tizanidine, Dicyclomine, Topiramate, and Ferrous sulfate.

You diagnosed Patient 3 with anxiety and panic attacks and prescribed Celexa and Clonazepam 0.5 mg once per day. You did not administer or failed to document administering any objective testing such as a general anxiety disorder-7 questionnaire. Patient 3 was also having paroxysmal atrial tachycardia which can mimic anxiety and panic attacks. Patient 3 reported taking twice as much Clonazepam in a follow up note fifteen days later. The next month you prescribed Clonazepam 0.5 mg twice per day. You did not try a serotonin reuptake inhibitor, Hydroxyzine, or Buspirone. Years later, while Patient 3 was still taking Clonazepam, you prescribed Hydrocodone 7.5 mg every 3 hours for back pain, later switching to MS Contin 15 mg twice per day and then 30 mg twice per day. Patient 3 was given a urine drug screen in February 2015 that was positive for cannabis. This was the first urine drug screen ordered since a May 2013 order which could not be collected due to Patient 3's inability to urinate. A prior drug screen in May 2012 was positive for cannabis. After the February 2015 result, you warned Patient 3 that she could not use cannabis while also taking opiates and benzodiazepines. Patient 3 was given another urine drug screen in November 2015 that tested positive for cannabis again. You issued a warning letter to Patient 3 that you would taper Patient 3 off MS Contin and Clonazepam if she continued to use cannabis. The next urine drug screen was not given to Patient 3 until April 2018 and the results were not documented in the chart. You failed to document a controlled substance agreement or a discussion with Patient 3 of the risks of chronic opiate and benzodiazepine therapy, even though concurrent use of opiate and benzodiazepine medication placed Patient 3 at higher risk for respiratory compromise and overdose.

- (d) You treated Patient 4 from on or about October 2002 through at least on or about June 2019 for chronic pain, anxiety, metabolic syndrome, migraine headache, lymphadenitis, head and neck cancer, pulmonary embolism, lumbago, hemorrhoids, acute bronchitis, acute sinusitis, cellulitis, right shoulder pain, cerumen impaction, insomnia, and tinea cruris. You prescribed Patient 3 medications including Methadone, oxycodone, Vicodin, Morphine sulfate, phentermine, Soma, gabapentin, Lyrica, Xanax, Ambien, tizanidine, promethazine, Aspirin, Aciphex, citalopram, amitriptyline, Buspar, Proctocare-HC, Bactroban, Xarelto, lidocaine patches, amoxicillin, Augmentin, Keflex, Zithromax, Cipro, Tessalon Perles, Lomotil, Prednisone, Toradol, Kenalog, Lotrisone, Coumadin, Eliquis, Seroquel, melatonin, Remeron, Topamax, and Flomax.

You prescribed Patient 4 Buspar for anxiety in 2002. The next office visit, you prescribed Xanax 0.5 mg twice daily, without a documented review of prior records to confirm diagnosis or any documented objective testing. There was no documented discussion of risk/benefit analysis with the potential of Xanax to become habit forming.

You prescribed Patient 4 Vicodin which increased up to 10 mg ever six hours and dispensed 200 tablets at a time. While on high daily dose Vicodin, you prescribed Methadone 10 mg at bedtime which increased to three times a day after Patient 4 suffered an acute injury, even though Methadone is a long acting narcotic. Patient 4 reported concerns about addiction to Methadone at which time you decreased from 10 mg three times a day to 5 mg Methadone twice a day. In April 2009, you noted Patient 4 had taken all his Vicodin a month early, at which time you ordered an early refill, which amounted to an additional 120 tablets. In May 2010, Patient 4 admitted again to taking more Vicodin than prescribed. There is no pill count documented in the patient chart. Patient 4 reported three prescriptions of Methadone were stolen from his truck in January 2011. In December 2012, Patient 4 reported his prescriptions were stolen in Indiana.

In June 2013, and while Patient 4 was taking prescribed Vicodin, Xanax, and Methadone, you prescribed Morphine sulfate 15 mg one tablet every two hours for reported right flank pain. You prescribed Flomax and Cipro and told Patient 4 to call the office in five days for a CT scan if pain had not improved. You noted no history of kidney stones.

In September and October 2014, you prescribed Patient 4 Phentermine for weight loss without documentation of any efforts of Patient 4 to try diet and exercise prior to Phentermine being introduced. You did not review and/or failed to document reviewing OARRS prior to prescribing Phentermine.

In October 2017, a pharmacist alerted you that Patient 4 was trying to fill Methadone and Oxycodone you had earlier prescribed him despite having filled a prescription from OSU pain management for 1200 Hydromorphone tablets a week before. You advised Patient 4 to "Stop Oxycodone until Hydromorphone was gone and try ½ tablet at a time of this." At the same office visit, you gave Patient 4 a prescription for 10 mg of Methadone three times a day. On November 1, 2017, Patient 4 reported that he did not want to go back to OSU pain management and was continued on Methadone 10 mg three times a day and Oxycodone 15 mg 1-2 tablets four times a day. There is no documentation in the chart about what the pain management clinic recommended or why he did not want to go back.

You did not document risk/benefit discussion with Patient 4 regarding narcotic or benzodiazepine medications, nor the risk in taking both. You documented only one urine drug screen in the chart in March 2014.

- (e) You treated Patient 5 from on or about July 2003 through at least on or about July 2019 for chronic pain, hyperlipidemia, metabolic syndrome, erectile dysfunction, hypertension, varicose veins, and bronchitis. You prescribed medications including

Hydromorphone ER, Exalgo, Hydrocodone, Oxycontin, Opana ER, Duragesic patch, Tuzisstra XR, Tussionex Pennkinetic ER, Phentermine, Qsymia, Topamax, gabapentin, Soma, Flexiril, Robaxin, Meloxicam, Diclonfenac, Indocin SR, Toradol, Prednisone, Viagra, Cialis, Flomax, Pravastatin, Crestor, Augmentin, Azithromycin, Biaxin, Amoxicilin, Tessalon Perles, Fluoxetine, Wellbutrin SR, Wellbutrin XL, Metformin, Amitiza, and Nizoral cream.

At your first appointment with Patient 5, you prescribed Vicodin 5 mg as well as three muscle relaxers, Soma 350 mg every 6 hours, Robaxin 750 mg every six hours, and Flexeril 10 mg three times a day. You increased Vicodin to 7.5 mg at Patient 5's next visit and wrote a prescription for another 120 Soma 350 mg tablets, even though the prior prescription should have had refills available. After ordering an MRI on lumbar spine in December 2003, and finding a complex back injury, you increased the Vicodin to 10 mg every 6 hours and started Patient 5 on Gabapentin.

A neurosurgical consult in 2010 found Patient 5 to be a poor surgical candidate due to his weight. You prescribed multiple courses of Phentermine for weight loss despite poor documentation about Patient 5's efforts to lose weight through diet and exercise. You continued to prescribe Phentermine even when Patient 5 gained weight while taking it, such as June through August 2017 and August 2018 through October 2018.

You tried Patient 5 on Duragesic, Opana, Morphine, MS Contin, and Methadone before beginning Patient 5 on Oxycontin, eventually settling on Oxycontin 80 mg. Patient 5 continued on Vicodin. A note in April 2010 showed Patient 5's wife reported he was misusing the Oxycontin. In October 2010, Patient 5 reported he had washed his last two Oxycontin prescriptions. You failed to check OARRS and wrote him more Oxycontin refills. In June 2011, a pharmacist alerted you that Patient 5 had altered prescriptions to fill them early. In November 2011, a chart note indicated that Patient 5 had lost his Oxycontin prescriptions. However, OARRS showed these prescriptions were filled, but at eight day rather than ten day intervals. You wrote Patient 5 a prescription for another 15 Oxycontin 40 mg tablets to avoid withdrawal symptoms. The following week you gave Patient 5 his usual Oxycontin 80 mg prescription. You attempted to taper the Oxycontin in January 2012, but Patient 5 was unsuccessful tapering off Oxycontin.

Patient 5 reported his Oxycontin prescription was too expensive in February 2017 at which time you prescribed Methadone 10 mg three times a day. Patient 5 reported the Methadone was not successful, so you prescribed Exalgo (Hydromorphone) in addition to the Vicodin and three muscle relaxers Patient 5 began taking in 2003. There is no documented referral to pain management or an addiction specialist through all the years Patient 5 was prescribed muscle relaxers and high morphine milligram equivalent pain medications. You did not prescribe Naloxone despite prescribing Patient 5 600 morphine milligram equivalents.

- (f) You treated Patient 6 from on or about December 2007 through at least on or about June 2019 for chronic back pain, anxiety, depression, hypertension, gastroesophageal reflux disease, acute gastroenteritis, insomnia, psoriasis, seizure,

and syncope. You prescribed medications including Tramadol, Buprenorphine transdermal (Butrans), Methadone, Tapentadol (Nucanta), Gabapentin, Methocarbamol, Tizanidine, Ketorolac intramuscular, Lisinopril, Linsinopril-Hydrochlorothiazide, Topiramate, Omeprazole, Pantoprazole, Fluoxetine, Sertraline, Paroxetine, Melatonin, and Aripiprazole.

You first saw Patient 6 for back pain in June 2013. Patient 3 had a lumbar spine X-ray which was read as normal and was given advice to use Acetaminophen for discomfort. Patient 6 had a lumbar spine MRI in August 2013 which was normal. At the next office visit, you wrote Patient 6 a prescription for 200 Tramadol 50 mg with five refills. You failed to review and/or failed to document reviewing OARRS. You did not document any contraindications for non-steroidal anti-inflammatory medication.

You referred Patient 6 to physical medicine and rehabilitation, and the specialist recommended physical therapy and started Patient 6 on Baclofen and Lidoderm patches. The specialist also recommended thoracic spine x-ray and trigger point injections. Patient 6 had a seizure while taking Tramadol and Baclofen, and you prescribed Patient 6 Buprenorphine transdermal 10 mcg/hr one patch weekly with 5 refills. You failed to review and/or failed to document reviewing OARRS at that time, nor is there documentation that the specialist's advice regarding trigger point injections or thoracic spine x-ray was followed. You increased Butrans to 20 mcg/hr and an additional five refills on April 18, 2014. You failed to review and/or failed to document reviewing OARRS at that time.

On August 19, 2014, Patient 6 asked to restart Tramadol after complaining that the Butrans strips would not stick properly. You prescribed Tramadol 100 mg every six hours and Butrans 20 mcg/hr one patch weekly. You failed to document a reason Patient 6 needed to take both Tramadol and Butrans. After another seizure, you prescribed Patient 6 Methadone 5 mg twice daily on December 7, 2015. There was no documented discussion of risk/benefit with the patient. There was no controlled substance agreement. You failed to review and/or failed to document reviewing OARRS at that time.

On February 18, 2016, you increased Patient 6's Methadone to 5 mg every 8 hours after Patient 6 reported taking every 12 hours "is not enough." You failed to review and/or failed to document reviewing OARRS at that time. Patient 6 reported losing two prescriptions for Methadone on April 13, 2016. You failed to review and/or failed to document reviewing OARRS at that time. On July 21, 2016, Patient 6 reported that he took Methadone more than every 8 hours on workdays. You increased Patient 6's Methadone to 5 mg every 6 hours on workdays. You failed to review and/or failed to document reviewing OARRS at that time.

Despite Patient 6 being on Methadone, the nurse practitioner prescribed tizanidine, and you also prescribed methocarbamol and fluoxetine, placing Patient 6 at higher risk for central nervous system and respiratory depression as well as QT prolongation.

In June 2018, you prescribed Gabapentin 600 mg ½ to 1 tablet every six hours with five refills. In December 2018, Patient 6 requested tapering off Methadone because he was trying to get a job as a commercial truck driver. You prescribed the Butrans patch again. In April 2019, office notes documented Patient 6 was able to stop Methadone, but on June 12, 2019, Patient 6 was restarted on Methadone 5 mg every 6 hours with two refills and Nucynta 50 mg every 6 hours after reporting that he felt miserable off pain medication.

You failed to obtain and/or failed to document obtaining a controlled substance agreement with Patient 6. You failed to discuss and/or failed to document discussing with Patient 6 the risks and benefits of the medications, including the possibility of overdose and addiction. You documented only one urine drug screen on April 13, 2016. You did not prescribe Naloxone.

- (g) You treated Patient 7 from on or about January 2001 through at least on or about July 2019 for chronic back pain, neurogenic pain, right shoulder pain, right thumb pain, cellulitis, abscess, otitis externa, diverticulitis, acute bronchitis, acute sinusitis, migraine headache, eczema, allergic rhinitis, depression, anxiety, and insomnia. You prescribed medications including Fentanyl patches, Vicodin, Nucynta, Ultracet, Darvocet, Provigil, Ambien, Lunesta, Phentermine, Qsymia, Cyclobenzaprine, Levsin, Cymbalta, Fluoxetine, Sertraline, Escitalopram, Nortriptyline, Wellbutrin XL, Effexor XR, Ibuprofen, Voltaren, Meloxicam, Vioxx, Cipro, Flagyl, Amoxicillin, Augmentin, Bactrim DS, Avelox, Levaquin, Minocycline, Zithromax, Cortisporin Ptic, Metformin XR, Phenergan, Zofran, Loratadine, Alavert, Prednisone, Kenalog, and Toradol.

You prescribed several different opiates for Patient 7's scoliosis and disc herniation, escalating the number of different opiates and their dosages. You first prescribed Darvocet N-100 in 2001. In 2003 you started Patient 7 on Ultracet and Vicodin 5 mg in addition to the Darvocet. After Patient 7's herniated disc diagnosis in 2004 you added a Fentanyl patch 50 mcg.

You prescribed six different three-month courses of Phentermine without documentation regarding Patient 7's efforts to lose weight through diet and exercise. Patient 7 gained weight between months while taking Phentermine in 2007.

You began prescribing Patient 7 Provigil 200 mg daily in December 2007 to combat fatigue caused by the multiple pain medications she was taking. In June 2008 Patient 7 was taking a prescribed course of Phentermine at the same time she was taking Provigil daily, increasing Patient 7's risk of elevated blood pressure. You also prescribed Wellbutrin which further increased risk of high blood pressure and seizure.

In August 2012, you prescribed Ambien 10 mg at bedtime for insomnia with ½ tablet at midnight as needed. This Ambien was prescribed while Patient 7 was taking Fentanyl and Hydrocodone, increasing Patient 7's risk of central nervous system and respiratory depression. Patient 7 had earlier been prescribed Melatonin and

Lunesta for insomnia. You did not try Trazodone, Doxepin, or Remeron to treat Patient 7's insomnia before prescribing Ambien.

In July 2019, a pharmacist contacted your office to express concern that Patient 7 was being prescribed Nucynta 50 mg, Fentanyl 50 mcg, Fentanyl 75 mcg, and Norco 5/325 mcg. Patient 7 brought 105 Nucynta tablets into your office to be destroyed and she never picked up the Fentanyl 50 mcg. You did not order and/or failed to document ordering any urine drug screens to monitor the multiple controlled substances Patient 7 was prescribed and to monitor possible illicit drug use. You did not document any discussion of a risk/benefit discussion with Patient 7 regarding the controlled substances you prescribed her. You did not offer Patient 7 a prescription for Narcan.

- (h) You treated Patient 8 from on or about September 2017 through at least on or about July 2019 for chronic pain, attention deficit hyperactivity disorder (ADHD), insomnia, hypertension, vitamin B12 deficiency, low back pain, head lice, scabies, hyperlipidemia, hair loss, muscle cramps, pneumonia, gastrointestinal reflux disease, lung nodules, and diverticulitis. You prescribed medications including Oxycontin ER, Oxycodone, Hydromorphone ER, Zolpidem, Adderall, Eszopiclone, Belsomra, Xtampza ER, Cyclobenzaprine, Atorvastatin, Lisinopril, Spironolactone, Lisinopril/HCTZ, Azithromycin, Benzonatate, Amlodipine, Metronidazole, Doxycycline, Omeprazole, and Vitamin B12 injections as well as over the counter treatments.

In September 2017, you prescribed Patient 8 Adderall without documenting prior review of Patient 8's records or obtaining a thorough history to confirm correct diagnosis of ADHD. In October 2017, Patient 8 reported that her chronic pain physician had moved, and she could not establish a new pain physician until 2018. Patient 8 reported chronic pain in her arms and hands from a prior fracture and failed rotator cuff surgery. You failed to request prior records to document these diagnoses and the need for pain medication. You failed to review or failed to document reviewing OARRS at this time, nor did you order urine drug screens or obtain a controlled substance agreement. You referred Patient 8 for physical therapy and a right hip x-ray for Patient 8's reported hip pain. You started Patient 8 on Oxycontin ER 60 twice daily with Oxycodone 15 mg every 6 hours. The right hip x-ray was negative for pathology, and the reviewing physician said the right hip looked "beautiful."

During your treatment of Patient 8, you prescribed several sedative hypnotics for insomnia, including Zolpidem, Belsomra, and Eszopiclone. On February 6, 2018, you wrote prescriptions for 10 days of Belsomra 10 mg, 10 days of Belsomra 15 mg, and 10 days of Belsomra 20 mg. You wrote all three prescriptions at once. You failed to reassess Patient 8's response to the medication after 7-10 days, and instead wrote increasing dosages, instead of finding the lowest effective dosage. Patient 8 did not fill the prescriptions for 15 mg and 20 mg until March 12, 2018.

Patient 8 never followed up with a pain management specialist. You attempted to wean Patient 8 from her opiate prescriptions in May 2019 and began documenting

morphine milligram equivalents the same month. You failed to administer or failed to document administering any pain scale in your treatment of Patient 8. Throughout your treatment of Patient 8, you failed to obtain and/or failed to document obtaining a controlled substance agreement. You failed to order and/or failed to document ordering any urine drug screens. You did not prescribe Naloxone in case of accidental overdose, despite morphine equivalent doses of 220 to 270 in addition to concomitant dosages of sedative hypnotics.

You failed to review and/or failed to document reviewing previous records to establish diagnosis and need for opiate, stimulant, or sedative hypnotic medication. You failed to order repeat imaging for Patient 8's rotator cuff injury. You did not refer Patient 8 to an orthopedic specialist for another opinion regarding failed rotator cuff surgery or referral to physical medicine and rehabilitation for other types of treatment modalities. You failed to try and/or failed to document trying non-opioid treatment options for Patient 8's pain. You failed to refer Patient 8 to sleep medicine for chronic insomnia. You failed to wean Patient 8 from sedative hypnotic medication or try other non-sedative hypnotic medications such as Trazodone or Doxepin. You failed to refer Patient 8 to pain management given long term use of high morphine milligram equivalents (MME).

Your acts, conduct, and/or omissions as alleged in paragraphs (1) and (2)(a), and (d) through (g) above, individually and/or collectively, constitute "[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.

Further, your acts, conduct, and/or omissions as alleged in paragraphs (1) and (2)(a) through (c), (e), (f), and (h) above, individually and/or collectively, constitute 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.

Further, your acts, conduct, and/or omissions as alleged in paragraphs (1) and (2)(h) above, individually and/or collectively, constitute "violating or attempting to violate, directly or indirectly, or assisting in the or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board," as that clause is used in Section 4731.22(B)(20), Ohio Revised Code, to wit: Rule 4731-11-03, Ohio Administrative Code, Utilization of anabolic steroids, schedule II controlled substance cocaine hydrochloride, and schedule II controlled substance stimulants.

Further, your acts, conduct, and/or omissions as alleged in paragraphs (1) and (2)(b), (d), (e), and (g) above, individually and/or collectively, constitute "violating or attempting to violate, directly or indirectly, or assisting in the or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board," as that clause is used in Section 4731.22(B)(20), Ohio Revised Code, to wit: Rule 4731-11-04, Ohio Administrative Code, Controlled substances: Utilization of short term anorexiant for weight reduction.

Further, your acts, conduct, and/or omissions as alleged in paragraphs (1) and (2)(b) and (f) above, individually and/or collectively, constitute "violating or attempting to violate, directly or indirectly, or assisting in the or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board," as that clause is used in Section 4731.22(B)(20), Ohio Revised Code, to wit Rule 4731-11-11, Ohio Administrative Code, Standards and procedures for review of "Ohio Automated Rx Reporting System" (OARRS).

Further, your acts, conduct, and/or omissions as alleged in paragraphs (1) and (2)(a) and (d) through (h) above, individually and/or collectively, constitute "violating or attempting to violate, directly or indirectly, or assisting in the or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board," as that clause is used in Section 4731.22(B)(20), Ohio Revised Code, to wit Rule 4731-11-14, Ohio Administrative Code, Prescribing for subacute and chronic pain, for conduct occurring after December 23, 2018, and Rule 4731-21-02 Ohio Administrative Code, Utilizing prescription drugs for treatment of chronic pain, for conduct occurring prior to December 23, 2018.

Furthermore, for any violations that occurred on or after September 29, 2015, the board may impose a civil penalty in an amount that shall not exceed twenty thousand dollars, pursuant to Section 4731.225, Ohio Revised Code. The civil penalty may be in addition to any other action the board may take under section 4731.22, 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, or suspend your license or certificate, or refuse to grant or register or issue the license/certificate for which you have a pending application in accordance with Section 9.79 of the Ohio Revised Code, or refuse to renew or reinstate your license or 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 or issue a license or certificate to practice to an applicant, revokes an individual's license or certificate to practice, refuses to renew an individual's license or certificate to practice, or refuses to reinstate an individual's license or 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 license

or certificate to practice and the board shall not accept an application for reinstatement of the license or certificate or for issuance of a new license or certificate.”

Copies of the applicable sections are enclosed for your information.

Very truly yours,



Kim G. Rothermel, M.D.
Secretary

KGR/TCN/jmb
Enclosures

CERTIFIED MAIL #91 7199 9991 7038 7110 6436
RETURN RECEIPT REQUESTED

**IN THE MATTER OF
JEWEL APPENZELLER
STEVENS, MD**

21-CRF-0209

**NOVEMBER 10, 2021, NOTICE OF
OPPORTUNITY FOR HEARING -
PATIENT KEY**

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