

**BEFORE THE MINNESOTA  
BOARD OF MEDICAL PRACTICE  
COMPLAINT REVIEW COMMITTEE**

In the Matter of  
the Medical License of  
Steven H. Lutzwick, M.D.  
Birth Date: 5-4-59  
License Number: 34,238

**AGREEMENT FOR  
CORRECTIVE ACTION**

This agreement is entered into by and between Steven H. Lutzwick, M.D. ("Respondent") and the Complaint Review Committee of the Minnesota Board of Medical Practice ("Committee") pursuant to the authority of Minn. Stat. § 214.103, subd. 6(2) (Supp. 1993). Respondent and the Committee hereby agree as follows:

**FACTS**

1. The Committee has received information as follows:
  - a. In a letter dated May 14, 1992, Respondent self-reported two arrests for driving while intoxicated;
  - b. Respondent admits he is chemically dependent;
  - c. Respondent has shown he has been in recovery since October 15, 1991.

All monitoring, body fluid tests and reports support ongoing recovery without relapse.

2. On October 8, 1993, Respondent met with the Committee to discuss the allegations set forth in paragraph 1. Respondent acknowledged that during the first year and one-half of his recovery, he had failed to identify stressors which may place his recovery at risk. He stated that he decided to enter individual psychotherapy in approximately March 1993 to address such issues;

3. Based on the discussion, the Committee has the following concerns which Respondent acknowledges and agrees to address:

- a. Chemical dependency to alcohol;

b. Difficulty recognizing events and factors which may threaten his recovery.

#### CORRECTIVE ACTION

4. Respondent agrees to address the concerns referred to in paragraph 3 by taking the following corrective actions:

a. Respondent shall obtain a treating physician, approved in advance by the Committee or its designee, to monitor and/or manage all medical or other care provided to Respondent by all health care professionals. Respondent shall provide all necessary records releases to enable Respondent's health care professionals to communicate with the treating physician pursuant to this paragraph. The treating physician shall provide quarterly reports to the Board summarizing medical or other care provided to Respondent and addressing Respondent's progress under any terms of this Agreement relating to Respondent's health status and recovery;

b. Respondent shall abstain completely from alcohol and all mood-altering chemicals unless they are prescribed by a physician or dentist who has been informed of Respondent's drug use history;

c. Respondent shall not prescribe or administer any legend drug for Respondent's own use or for Respondent's family members' use;

d. Respondent shall be subject, without notice, to unannounced blood and urine tests at the request of Board staff or other Board designee at least six (6) times per quarter. Blood and urine screens may be requested at any time. Respondent shall provide the requested sample within the time frame directed. The blood and urine screens shall be:

1) Collected and tested consistent with protocols established by a Board-designated laboratory;

2) Handled through legal chain of custody methods;

3) Paid for by Respondent.

e. The biological fluid collection and testing shall take place at a Board-designated laboratory as directed by the Board or its designee. Testing shall screen for opiates, cocaine, barbiturates, amphetamines, benzodiazepines, marijuana, and other drugs of abuse, including alcohol. The laboratory will provide test results directly to the Board and Respondent's treating physician. Ingestion of poppyseeds will not be accepted as a reason for a positive drug screen;

f. Respondent shall attend meetings of a self-help program such as AA or NA in support of abstinence at least four (4) times per month. Quarterly reports shall be submitted to the Board from Respondent's designated sponsor(s) regarding attendance and participation;

g. Respondent shall attend monthly meetings of a professional support group such as PSP approved in advance by the Committee or its designee. Quarterly reports shall be submitted to the Board from Respondent's designated sponsor(s) regarding Respondent's attendance and participation;

h. Respondent shall provide to the Board and the treating physician a copy of any treatment or aftercare plan which is in effect at the time of execution of this Agreement or which is modified or becomes effective during the time Respondent is subject to this Agreement. The treatment or aftercare plan and any modifications to it shall be approved by the treating physician and shall include at least the following:

- 1) The treatment or aftercare plan activities;
- 2) The name, address, and telephone number for each provider of treatment or aftercare services.

i. The terms of any such treatment or aftercare plan or approved modification thereto, to the extent not superseded by this Agreement, are herewith incorporated by reference. Failure to follow the plan or approved modification shall constitute violation of this Agreement;

j. Upon request by the Board, Respondent shall sign releases authorizing the Board to obtain Respondent's chemical abuse/dependency records from any treating professional or facility;

k. Respondent shall identify a work quality assessor who shall provide quarterly reports to the Board and to the treating physician regarding Respondent's overall work performance;

l. Respondent and a designated Board member or designee shall meet on a quarterly basis. It shall be Respondent's obligation to contact the designated Board member to arrange each of the meetings. The purpose of such meetings shall be to review Respondent's progress under the terms of this Agreement;

m. This Agreement will remain in effect for a minimum of one (1) year, from the date of this document. At the end of this period, Respondent may petition for termination of this Agreement upon proof satisfactory to the Complaint Review Committee of at least three (3) years of documented, uninterrupted recovery. Upon petition, the Committee may continue, modify or remove the conditions set out herein.

5. Upon Respondent's satisfactory completion of the corrective action referred to in paragraph 4, the Committee agrees to dismiss the complaint(s) resulting in the allegations referred to in paragraph 1 and terminate this Agreement. Respondent agrees that the Committee shall be the sole judge of satisfactory completion. Respondent understands and further agrees that if, after dismissal, the Committee receives additional complaints similar to the allegations in paragraph 1, the Committee may reopen the dismissed complaints.

6. If Respondent fails to complete the corrective action satisfactorily, or if the Committee receives additional complaints similar to the allegations described in paragraph 1, the Committee may, in its discretion, reopen the investigation and proceed according to Minnesota Statutes chapters 147, 214 and 14. Failure to complete corrective action satisfactorily constitutes failure to cooperate under chapter 147. In any subsequent

proceeding, the Committee may use as proof of the allegations of paragraphs 1 and 2 Respondent's agreements herein.

7. Respondent has been advised by Committee representatives that Respondent may choose to be represented by legal counsel in this matter and has so chosen Kristine L. Eiden.


8. This Agreement shall become effective upon execution by the Committee and shall remain in effect until the Committee dismisses the complaint, unless the Committee receives additional information that renders corrective action inappropriate. Upon receipt of such information, the Committee may, in its discretion, proceed according to Minnesota Statutes chapters 147, 214 and 14.

9. Respondent understands that this Agreement does not constitute disciplinary action. Respondent further understands and acknowledges that this Agreement is classified as public data. All investigative data collected in this matter prior to execution and service of this Agreement shall be classified by the Board as inactive investigative data pursuant to Minn. Stat. § 13.41, subd. 2 (1992). Respondent understands that state or federal law or court order may require release of such data under certain circumstances.

10. Respondent hereby acknowledges having read and understood this Agreement and having voluntarily entered into it. This Agreement contains the entire Agreement between the Committee and Respondent, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.

Date: 12/17/93

Date: 1/14/94

  
STEVEN H. LUTZWICK, M.D.  
Respondent

  
For the Complaint Review Committee

**AFFIDAVIT OF SERVICE BY MAIL**

**RE: IN THE MATTER OF THE MEDICAL LICENSE OF  
STEVEN H. LUTZWICK, M.D.  
License No. 34,238**

STATE OF MINNESOTA )  
COUNTY OF RAMSEY ) ss.

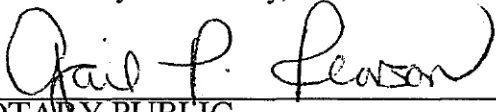
VICKIE L. ARMSTRONG, being first duly sworn, deposes and says:

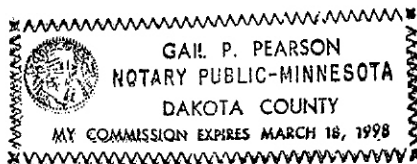
That at the City of St. Paul, County of Ramsey and State of Minnesota, on January 24, 1994, she served the attached (fully executed) **AGREEMENT FOR CORRECTIVE ACTION** by depositing in the United States mail at said city and state, a true and correct copy thereof, properly enveloped, with first class postage prepaid, and addressed to:

Kristine L. Eiden, Esq.  
HATCH, EIDEN & PIHLSTROM  
One Financial Plaza  
120 South Sixth Street, Suite 950  
Minneapolis, MN 55402

  
VICKIE L. ARMSTRONG

Subscribed and sworn to before me  
this 24th day of January, 1994.

  
NOTARY PUBLIC





# MINNESOTA BOARD OF MEDICAL PRACTICE

2700 University Avenue West, #106 St. Paul, MN 55114-1080 (612) 642-0538  
MN Relay Service for Hearing Impaired (612) 297-5353 or (800) 627-3529

PUBLIC DOCUMENT

February 22, 1995

Steven H. Lutzwick, M.D.  
4505 Portland Avenue  
Minneapolis, MN 55407

RE: Agreement for Corrective Action, Dated January 14, 1994

Dear Dr. Lutzwick:

This is to notify you that, following review of information that you have satisfied the terms of your Agreement for Corrective Action, the Complaint Review Committee has decided to dismiss the case, as allowed by the terms of your Agreement. The above matter is now closed.

Thank you for your cooperation.

Sincerely,

H. Leonard Boche  
Executive Director

cc: Kristine L. Eiden, Esq.  
Hatch, Eiden & Pihlstrom  
One Financial Plaza  
120 South Sixth Street, Suite 950  
Minneapolis, MN 55402

Sarah Mulligan  
Attorney General's Office