

**CONSENT AGREEMENT
BETWEEN
PAUL KLEFFNER, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

PAUL KLEFFNER, D.O., 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.

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)(2), 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 “[f]ailure to use reasonable care discrimination in the administration of drugs, or failure to employ acceptable scientific methods in the selection of drugs or other modalities for treatment of disease.”
- B. THE STATE MEDICAL BOARD OF OHIO is further empowered by Section 4731.22(B)(6), 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 “[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.”
- C. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(2) and (6), 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.

- D. PAUL KLEFFNER, D.O., is licensed to practice osteopathic medicine and surgery in the State of Ohio.
- E. DOCTOR KLEFFNER ADMITS that a review of twenty-eight records that were subpoenaed by the State Medical Board of Ohio revealed that his prescribing of controlled substances and other abusable drugs was generally not supported by diagnostic testing and/or documentation of an evaluation of the patients' conditions and their continued need for medications.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, PAUL KLEFFNER, D.O., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following:

1. DOCTOR KLEFFNER's certificate shall be suspended for a period of twenty-two months. Such time shall be calculated from July 1, 1996, since which time DOCTOR KLEFFNER has voluntarily refrained from the practice of osteopathic medicine and surgery after being contacted by the State Medical Board of Ohio in connection with the issues outlined in Paragraph E above. DOCTOR KLEFFNER's certificate shall be reinstated as of May 1, 1998.
2. Upon reinstatement, DOCTOR KLEFFNER's practice shall be subject to the following PERMANENT LICENSURE LIMITATIONS:
 - a. DOCTOR KLEFFNER's practice shall be limited to chart review and rendering opinions as to disability or impairment, with the understanding that such practice may involve recording patient histories and conducting physical exams. DOCTOR KLEFFNER's practice shall not include the treatment of any patients;
 - b. DOCTOR KLEFFNER shall obtain the approval of the BOARD for any employment as described in paragraph 2.a. above. Prior to any request for approval, DOCTOR KLEFFNER shall submit a practice plan for consideration by the Board. During the time of any Board approved employment, the Board may require that DOCTOR KLEFFNER comply with the following conditions:

- i. DOCTOR KLEFFNER shall submit for the BOARD's prior approval the name of a monitoring physician, who shall review DOCTOR KLEFFNER's patient charts and shall submit a written report of such review to the BOARD on a quarterly basis. Such chart review may be done on a random basis, with the frequency and number of charts reviewed to be determined by the BOARD. It shall be DOCTOR KLEFFNER's responsibility to ensure that the monitoring physician's quarterly reports are submitted to the BOARD on a timely basis;

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, DOCTOR KLEFFNER must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR KLEFFNER shall further ensure that the previously designated monitoring physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefore;

- ii. DOCTOR KLEFFNER 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 KLEFFNER written notification of scheduled appearances, it is DOCTOR KLEFFNER'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 KLEFFNER shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance.

- c. DOCTOR KLEFFNER shall immediately surrender his United States Drug Enforcement Administration Certificate. He shall be ineligible to hold, and shall not apply for, registration with the D.E.A. to prescribe, dispense or administer controlled substances;
- d. DOCTOR KLEFFNER shall not prescribe, administer, dispense, order, write orders for, or give verbal orders for any controlled substances as defined by state or federal law;
- e. DOCTOR KLEFFNER shall not be permitted to order, write orders for, give verbal orders for, dispense or administer controlled substances as defined by State or Federal law under the Drug Enforcement Administration registration of the hospital or institution in which he is employed, is training, and/or has privileges;
- f. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR KLEFFNER shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide physician services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, DOCTOR KLEFFNER shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to provide physician services, or applies for or receives training, and the chief of staff at each hospital where he applies for or obtains privileges or appointments; and
- g. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR KLEFFNER 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 a license to practice. DOCTOR KLEFFNER 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 licensure or reinstatement of licensure. Further, DOCTOR KLEFFNER shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

If, in the discretion of the Secretary and Supervising Member of the BOARD, DOCTOR KLEFFNER 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 Agreement.

If the Secretary and Supervising Member of the BOARD determine that there is clear and convincing evidence that DOCTOR KLEFFNER has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR KLEFFNER 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(D), Ohio Revised Code.

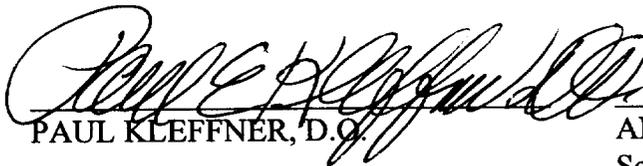
DOCTOR KLEFFNER acknowledges that he has had an opportunity to ask questions concerning the terms of this CONSENT AGREEMENT and that all questions asked have been answered in a satisfactory manner.

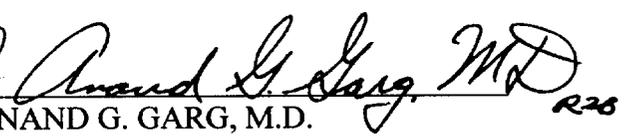
Any action initiated by the BOARD based on alleged violations of this CONSENT AGREEMENT shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

DOCTOR KLEFFNER 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. 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 that it shall become effective upon the last date of signature below.

Further, this information may be reported to appropriate organizations, data banks and governmental bodies.


PAUL KLEFFNER, D.O.


ANAND G. GARG, M.D.
Secretary

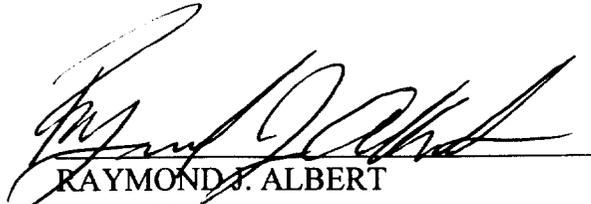
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KPB/EAS

KEVIN P. BYERS, ESQ.
Attorney for Paul Kleffner, D.O.
4/1/98

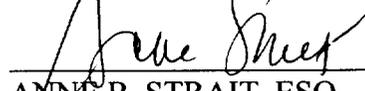
DATE



RAYMOND J. ALBERT
Supervising Member

4/8/98

DATE



ANNE B. STRAIT, ESQ.
Assistant Attorney General
4/8/98

DATE

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