

**CONSENT AGREEMENT
BETWEEN
STEVEN W. CLAY, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

STEVEN W. CLAY, D.O., enters into this 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)(26), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice."
- B. THE STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(B)(19), 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 "(i)nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills," as that clause is used in Section 4731.22(B)(19), Ohio Revised Code.
- C. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violations of Section 4731.22(B)(26) and (B)(19), Ohio Revised Code, as detailed in Paragraphs E and F below, respectively, 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. STEVEN W. CLAY, D.O., is applying for restoration of his license to practice osteopathic medicine and surgery in the State of Ohio.

- E. STEVEN W. CLAY, D.O., ADMITS that he has suffered from alcohol dependence and cannabis dependence. DOCTOR CLAY further ADMITS that he received inpatient treatment at the McBride Center for the Professional at Milwaukee Psychiatric Hospital in Wauwatosa, Wisconsin, a BOARD approved treatment facility, from November 27, 1992, through December 7, 1992.

DOCTOR CLAY further ADMITS that he received subsequent treatment at Herrington House, the McBride Center's extended residential care facility, from December 7, 1992, through March 11, 1993, and that he entered into an aftercare agreement with the Wisconsin State Medical Society.

- F. Further, STEVEN W. CLAY, D.O., ADMITS that he has suffered from depression for which he received treatment at the Milwaukee Psychiatric Hospital in or about 1988. DOCTOR CLAY further ADMITS that he has been under at least pharmacological treatment by a psychiatrist since in or about 1988.
- G. Further, STEVEN W. CLAY, D.O., ADMITS that on November 2, 1993, after his consent to such disposition, Branch of the Circuit Court of Jefferson County (Wisconsin) entered an Order, a copy of which is attached hereto and fully incorporated herein, deferring entry of judgment of conviction and placing DOCTOR CLAY on probation for one year with specified conditions. DOCTOR CLAY further ADMITS that the acts underlying the aforementioned Order occurred on November 26, 1992, prior to his receipt of any treatment for chemical dependency, and were found by the Court to constitute Possession of THC as Party to the Crime in violation of Sections 161.41(3r) and 939.05, Wisconsin Statutes. DOCTOR CLAY further ADMITS that he successfully completed the one-year supervised probation without violation on November 2, 1994, and that the case was closed without an entry of judgment of conviction.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, STEVEN W. CLAY, D.O., shall be granted a restoration of his certificate to practice osteopathic medicine and surgery in the State of Ohio and knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following PROBATIONARY terms, conditions and limitations:

1. DOCTOR CLAY shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;

2. DOCTOR CLAY shall submit quarterly declarations under penalty of BOARD disciplinary action or criminal prosecution, stating whether there has been compliance with all the conditions of this CONSENT AGREEMENT;
3. DOCTOR CLAY shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed by the BOARD;
4. In the event that DOCTOR CLAY should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR CLAY must notify the BOARD in writing of the dates of departure and return. Periods of time spent outside Ohio will not apply to the reduction of this period under the CONSENT AGREEMENT, unless otherwise determined by motion of the BOARD in instances where the BOARD can be assured that probationary monitoring is otherwise being performed;
5. In the event DOCTOR CLAY is found by the Secretary of the BOARD to have failed to comply with any provision of this agreement, and is so notified of that deficiency in writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under the CONSENT AGREEMENT;
6. DOCTOR CLAY shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of DOCTOR CLAY 's history of chemical dependency;
7. DOCTOR CLAY shall abstain completely from the use of alcohol;
8. DOCTOR CLAY shall submit to random urine screenings for drugs and alcohol on a biweekly basis or as otherwise directed by the BOARD. DOCTOR CLAY shall ensure that all screening reports are forwarded directly to the BOARD on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the BOARD;

Within thirty (30) days of the effective date of this Agreement, DOCTOR CLAY shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR CLAY shall submit the required urine specimens. The supervising physician shall ensure that the urine specimens are obtained on a random basis, that the giving of the specimen is witnessed by a reliable person, and that appropriate control over the

specimen is maintained. In addition, the supervising physician shall immediately inform the BOARD of any positive screening results;

DOCTOR CLAY shall ensure that the supervising physician provides quarterly reports to the BOARD, on forms approved or provided by the BOARD, verifying whether all urine screens have been conducted in compliance with this CONSENT AGREEMENT, whether all urine screens have been negative, and whether the supervising physician remains willing and able to continue in his responsibilities.

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

9. The BOARD retains the right to require, and DOCTOR CLAY agrees to submit, blood or urine specimens for analysis upon request and without prior notice;
10. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR CLAY shall submit for the BOARD's prior approval the name of a monitoring physician, who shall monitor DOCTOR CLAY and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR CLAY shall ensure that such reports are forwarded to the BOARD on a quarterly basis. In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, DOCTOR CLAY must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR CLAY shall further ensure that the previously designated monitoring physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefor;
11. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR CLAY shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, approved in advance by the BOARD specifically for DOCTOR CLAY, no less than three (3) times per week. Substitution of any specific program must receive prior BOARD approval. At his appearances before the BOARD or its designated representative,

DOCTOR CLAY shall submit acceptable documentary evidence of continuing compliance with this program;

12. Within thirty (30) days of the effective date of this Agreement, DOCTOR CLAY shall submit to the BOARD for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the BOARD, DOCTOR CLAY shall submit to an evaluation by the treating psychiatrist approved by the BOARD after making full disclosure of his prior psychiatric history and treatment. DOCTOR CLAY shall thereafter undergo and continue psychiatric treatment as directed by the BOARD after its review of the report of evaluation to be forwarded by the treating psychiatrist. DOCTOR CLAY shall ensure that psychiatric reports are forwarded by his treating psychiatrist to the BOARD after the initial evaluation and on a quarterly basis, or as otherwise directed by the BOARD;
13. DOCTOR CLAY shall contact an appropriate impaired physicians committee, approved by the BOARD, to arrange for assistance in recovery or aftercare;
14. DOCTOR CLAY shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treatment provider to the BOARD, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for them to fulfill their respective duties and obligations; and
15. Within thirty (30) days of the effective date of this Agreement, DOCTOR CLAY shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to provide physician services or receive training; and the Chief of Staff at each hospital where he has, applies for, or obtains privileges or appointments.

This Agreement shall remain in force for a minimum of two (2) years prior to any request for termination of said Agreement. Otherwise, the above described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

If, in the discretion of the Secretary and Supervising Member of THE STATE MEDICAL BOARD OF OHIO, DOCTOR CLAY appears to have violated or breached any terms or conditions of this Agreement, THE STATE MEDICAL BOARD OF OHIO 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.

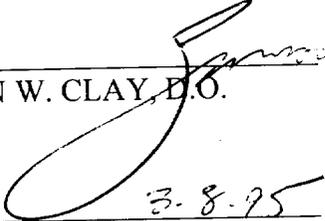
DOCTOR CLAY acknowledges that he has had an opportunity to ask questions concerning the terms of this Agreement and that all questions asked have been answered in a satisfactory manner.

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 CLAY 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 shall become effective upon the last date of signature below.

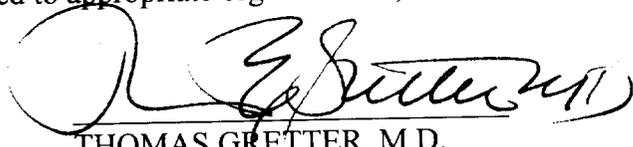
Further, this information may be reported to appropriate organizations, data banks and governmental bodies.



STEVEN W. CLAY, D.O.

DATE

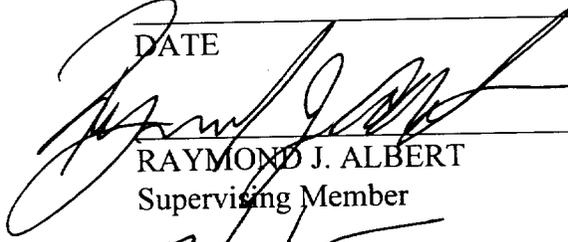
3-8-95



THOMAS GRETTER, M.D.
Secretary

3/9/95

DATE



RAYMOND J. ALBERT
Supervising Member

3/9/95

DATE



ANNE C. BERRY STRAIT, ESQ.
Assistant Attorney General

3/9/95

DATE

State vs Steven W. Clay

JUDGMENT DEFERRED UNDER 161.47

Probation Ordered

Date of Birth: 11-13-1950

Case No.: 93CM000177

COPY

The Court found the defendant guilty of the following crime(s):

Ct.	Crime(s)	Wis Statute(s) Violated	Plea	Fel. or Misd.	Date(s) Crime Committed
1	Possession of THC [939.05 Party To]	161.41(3r)		MU	11-26-1992
2	read-in and dismissed				

The defendant consents to this disposition on 11-02-1993.

The defendant is eligible for probation on 11-02-1993.

IT IS ORDERED that entry of judgment of conviction is deferred and the defendant is placed on probation for one year with conditions: continue to follow through w/program currently in; fine & costs \$240.00 (paid)

Obligations: (Total amounts only)

Fine	Court Costs	Attorney Fees	Restitution	Other	Mandatory Victim/Witness Surcharge	
100.00	20.00			20.00 pa 10.00 jail 60.00 drug surcharge	30.00	all paid in full

It is adjudged that 0 days sentence credit are due pursuant to § 973.155 Wis. Stats. and shall be credited if probation is revoked.

It is ordered that the defendant surrender to custody of the Department of Corrections as it directs.

It is ordered that upon fulfillment of the terms and conditions of this Order this proceeding shall be dismissed and the defendant discharged.

BY THE COURT:

Distribution:
Department of Corrections
Arnold Schumann, Judge
H Elizabeth Kennebeck, District Attorney
Judith A Ogorchok, Defense Attorney

Susan C. Clair

Deputy Clerk

November 2, 1993

Date

