

STEP II
CONSENT AGREEMENT
BETWEEN
JOSEPH STANLEY SCHEIDLER, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO

This Consent Agreement is entered into by and between Joseph Stanley Scheidler, D.O. [Dr. Scheidler], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Scheidler enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The 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)(26), Ohio Revised Code, "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice," and Section 4731.22(B)(10), Ohio Revised Code, "[c]ommission of an act that constitutes a felony in this state regardless of the jurisdiction in which the act was committed."

- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Ohio Revised Code Sections 4731.22(B)(26) and (B)(10), to wit: Section 2925.22(A), Ohio Revised Code, Deception to Obtain a Dangerous Drug, and Section 2925.11(C)(2)(c), Ohio Revised Code, Possession of Drugs, as set forth in Paragraphs (E) and (F) of the February 13, 2002, Step I Consent Agreement Between Joseph Stanley Scheidler, D.O. and the State Medical Board of Ohio [February 2002 Step I Consent Agreement], a copy of which is attached hereto and fully incorporated herein, 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.

- C. Dr. Scheidler is applying for reinstatement of his license to practice osteopathic medicine and surgery in the State of Ohio, License # 34-004803, which was suspended pursuant to the terms of the aforementioned February 2002 Step I Consent Agreement. STATE MEDICAL BOARD
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- D. Dr. Scheidler states that he is not licensed to practice osteopathic medicine or surgery in any other state or jurisdiction.
- E. Dr. Scheidler admits that after entering treatment for opiate dependence on or about October 12, 2001, at Talbot Recovery Campus, a Board approved treatment provider in Atlanta, Georgia, he was discharged on or about December 15, 2001, treatment complete. Dr. Scheidler admits that he underwent a psychological evaluation as part of his aforementioned treatment at Talbot Recovery Campus which resulted in a diagnosis of dependent personality disorder, for which Dr. Scheidler states no medication has been prescribed and no additional treatment has been recommended at this time, other than routine reassessment as part of his periodic follow-up care. Dr. Scheidler further admits that he subsequently participated in an intensive out-patient chemical dependency treatment program at Bethesda Hospital, a Board approved treatment provider in Cincinnati, Ohio, completing treatment on or about February 28, 2002.
- Dr. Scheidler admits that on or about January 22, 2002, after being charged with multiple counts of Deception to Obtain a Dangerous Drug and Possession of Drugs, he requested and was granted treatment in lieu of conviction by the Common Pleas Court of Hamilton County, Ohio, under terms that included a requirement that Dr. Scheidler complete a two-week "ADAPT" program, which he successfully completed on or about May 15, 2002, and that he be placed on two years of probation. Dr. Scheidler further admits that contemporaneous with the resolution of his criminal charges in Hamilton County, he requested and was granted treatment in lieu of conviction by the Common Pleas Court of Butler County, Ohio, and that he was placed on one year of probation.
- F. Dr. Scheidler states, and the Board acknowledges receipt of information to support, that since being discharged from Talbot Recovery Campus on December 15, 2001, he has remained compliant with his recovery plan, including attending AA and/or Caduceus meetings at least three times per week and submitting to random urine screening weekly; and that he has remained compliant with the subsequent February 27, 2002, Continuing Care Contract he entered into with his local treatment provider, Bethesda Hospital, a Board approved treatment provider in Cincinnati, Ohio. Dr. Scheidler further admits that such Continuing Care Contract remains in effect.
- G. Dr. Scheidler states, and the Board acknowledges, that Ali Arani, M.D., of Bethesda Hospital, a Board approved treatment provider in Cincinnati, Ohio, and Frederick

Karaffa, M.D., a physician approved by the Board for purposes of evaluating Dr. Scheidler, have each provided written reports indicating that Dr. Scheidler's ability to practice has been assessed and that he has been found capable of practicing osteopathic medicine and surgery according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place.

- H. Accordingly, Dr. Scheidler states and the Board acknowledges, that Dr. Scheidler has fulfilled the conditions for reinstatement of his certificate to practice osteopathic medicine and surgery in the State of Ohio, as established in the aforementioned February 2002 Step I 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. Scheidler to practice osteopathic medicine and surgery in the State of Ohio shall be reinstated, and Dr. Scheidler knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Scheidler shall obey all federal, state, and local laws, and all rules governing the practice of osteopathic medicine in Ohio, and all terms of probation imposed by the Court in criminal Case #B-0109054, Hamilton County Court of Common Pleas, Criminal Division, and the related criminal case in Butler County Court of Common Pleas, Criminal Division.
2. Dr. Scheidler shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the date his quarterly declaration would have been due pursuant to his February 2002 Step I Consent Agreement with the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Scheidler shall appear in person for an interview before the full Board or its designated representative. The first such appearance shall take place on the date his appearance would have been scheduled pursuant to his February 2002 Step I Consent Agreement with the Board. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.
4. In the event that Dr. Scheidler should leave Ohio for three continuous months, or reside or practice outside the State, Dr. Scheidler must notify the Board in writing of

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the dates of departure and return. Periods of time spent outside Ohio will not apply to the reduction of this period under this Consent Agreement, unless otherwise determined by motion of the Board in instances where the Board can be assured that probationary monitoring is otherwise being performed.

5. In the event Dr. Scheidler is found by the Secretary of the Board to have failed to comply with any provision of this Consent Agreement, and is so notified of that deficiency in writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under this Consent Agreement.

MONITORING OF REHABILITATION AND TREATMENT

Drug Associated Restrictions

6. Dr. Scheidler shall keep a log of all controlled substances prescribed. Such log shall be submitted, in the format approved by the Board, thirty days prior to Dr. Scheidler's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Scheidler shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Scheidler shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 8 below) any controlled substances as defined by state or federal law. In the event that the Board agrees at a future date to modify this Consent Agreement to allow Dr. Scheidler to administer or personally furnish controlled substances, Dr. Scheidler shall keep a log of all controlled substances prescribed, administered or personally furnished. Such log shall be submitted in the format approved by the Board thirty days prior to Dr. Scheidler's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Scheidler shall make his patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board upon request.

Sobriety

8. Dr. Scheidler 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 Dr. Scheidler's history of chemical dependency.
9. Dr. Scheidler shall abstain completely from the use of alcohol.

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Drug and Alcohol Screens/Supervising Physician

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

Within thirty days of the effective date of this Consent Agreement, Dr. Scheidler shall submit to the Board for its prior approval the name and curriculum vitae of a supervising physician to whom Dr. Scheidler shall submit the required urine specimens. In approving an individual to serve in this capacity, the Board will give preference to a physician who practices in the same locale as Dr. Scheidler. Dr. Scheidler and the supervising physician shall ensure that the urine specimens are obtained on a random basis and that the giving of the specimen is witnessed by a reliable person. In addition, the supervising physician shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Scheidler shall ensure that the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, as set forth in the materials provided by the Board to the supervising physician, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, whether all urine screens have been negative, and whether the supervising physician remains willing and able to continue in his or her responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, Dr. Scheidler must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Scheidler shall further ensure that the previously designated supervising physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

All screening reports and supervising physician reports required under this paragraph must be received in the Board's offices no later than the due date for Dr. Scheidler's quarterly declaration. It is Dr. Scheidler's responsibility to ensure that reports are timely submitted.

11. The Board retains the right to require, and Dr. Scheidler agrees to submit, blood or urine specimens for analysis at Dr. Scheidler's expense upon the Board's request and without prior notice. Dr. Scheidler's refusal to submit a blood or urine specimen

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upon request of the Board shall result in a minimum of one year of actual license suspension.

Monitoring Physician

12. Before engaging in any medical practice, Dr. Scheidler shall submit the name and curriculum vitae of a monitoring physician for prior written approval by the Secretary or Supervising Member of the Board. In approving an individual to serve in this capacity, the Secretary and Supervising Member will give preference to a physician who practices in the same locale as Dr. Scheidler and who is engaged in the same or similar practice specialty.

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

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

Rehabilitation Program

13. Dr. Scheidler shall participate in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Scheidler shall submit acceptable documentary evidence of continuing compliance with this program which must be received in the Board's offices no later than the due date for Dr. Scheidler's quarterly declarations.

Aftercare

14. Dr. Scheidler shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.
15. Dr. Scheidler shall maintain continued compliance with the terms of the aftercare contract entered into with his treatment provider, provided that, where terms of the aftercare contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Work Hour Limitation

16. Dr. Scheidler shall limit his work hours to no more than 40 hours of work per week, until otherwise approved by the Board. Dr. Scheidler shall keep a log reflecting the dates, times, and facilities and/or locations at which he works. Dr. Scheidler shall submit his work log receipt in the Board's offices no later than the due date of Dr. Scheidler's quarterly declaration.

Any request by Dr. Scheidler for modification of the limitation on work hours set forth in this paragraph shall be accompanied by documentation from a physician affiliated with a Board approved treatment provider, or other physician approved in advance by the Board for this purpose, who has evaluated Dr. Scheidler, indicating that such physician supports Dr. Scheidler's request for modification.

Releases

17. Dr. Scheidler 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.

Required Reporting by Licensee

18. Within thirty days of the effective date of this Consent Agreement, Dr. Scheidler shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Scheidler shall provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments.

19. Within thirty days of the effective date of this Consent Agreement, Dr. Scheidler shall provide a copy of this Consent Agreement by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license. Dr. Scheidler further agrees to provide a copy of this Consent Agreement by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for any professional license or for reinstatement of any professional license. Further, Dr. Scheidler shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Scheidler appears to have violated or breached any term or condition of this Consent Agreement, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including, but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.

If the Secretary and Supervising Member of the Board determine that there is clear and convincing evidence that Dr. Scheidler has violated any term, condition or limitation of this Consent Agreement, Dr. Scheidler agrees that the violation, as alleged, also constitutes clear and convincing evidence that his continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

DURATION/MODIFICATION OF TERMS

Dr. Scheidler shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Scheidler shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Scheidler 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.

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

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

EFFECTIVE DATE

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



JOSEPH STANLEY SCHEIDLER, D.O.



ANAND G. GARG, M.D.
Secretary

8-8-02

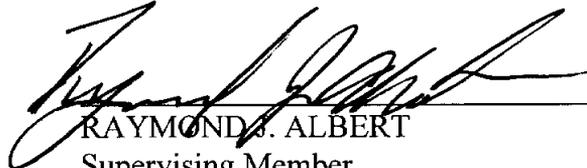
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8/14/02

DATE



ERIC J. PLINKE, ESQ.
Attorney for Dr. Scheidler



RAYMOND J. ALBERT
Supervising Member

8/8/02

DATE

8/14/02

DATE



REBECCA J. ALBERS, ESQ.
Assistant Attorney General

8/14/02

DATE

STEP I
CONSENT AGREEMENT
BETWEEN
JOSEPH STANLEY SCHEIDLER, D.O.,
AND
THE STATE MEDICAL BOARD OF OHIO

This Consent Agreement is entered into by and between Joseph Stanley Scheidler, D.O., [Dr. Scheidler] and the State Medical Board of Ohio [the Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Scheidler enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The 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)(26), Ohio Revised Code, “impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice,” and Section 4731.22(B)(10), Ohio Revised Code, “[c]ommission of an act that constitutes a felony in this state regardless of the jurisdiction in which the act was committed.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Ohio Revised Code Sections 4731.22(B)(26) and (B)(10), to wit: Section 2925.22(A), Ohio Revised Code, Deception to Obtain a Dangerous Drug, and Section 2925.11(C)(2)(c), Ohio Revised Code, Possession of Drugs, as set forth in Paragraphs (E) and (F) below. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement, including but not limited to violations based on any methods used by Dr. Scheidler to obtain controlled substances for self-use other than those specifically referenced in paragraph (E) below, and/or any criminal charges or proceedings other than those specifically referenced in paragraph (F) below.

- C. Dr. Scheidler is licensed to practice osteopathic medicine and surgery in the State of Ohio, License # 34-004803.
- D. Dr. Scheidler states that he is not licensed to practice medicine and surgery in any other state or jurisdiction.
- E. Dr. Scheidler admits that in October 2001, he initially entered treatment at the Talbot Center in Atlanta, Georgia, for substance abuse. Dr. Scheidler further admits that his current drug of abuse is Vicodin, and that he obtained such drug exclusively by writing prescriptions for controlled substances in the names of patients and/or family members and picking up the prescriptions himself after they were filled by the pharmacy, thus enabling him to retain the controlled substance for his own use. Dr. Scheidler specifically denies obtaining controlled substances for self-use by any other method and attests that, other than using patients' names on prescriptions for controlled substances, he never directly or indirectly involved patients in any of his efforts to obtain controlled substances for self-use.
- F. Dr. Scheidler admits that on or about December 2001, he was charged by indictment with fourteen felony counts in Hamilton County, Ohio, including seven counts of Deception to Obtain a Dangerous Drug, and seven counts of Possession of Drugs. Dr. Scheidler further admits that on or about January 22, 2002, he requested treatment in lieu of conviction of these charges, and that such request constitutes independent proof of impairment pursuant to Section 4731.16(3)(b), Ohio Administrative Code.

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

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Scheidler to practice osteopathic medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 180 days.

Sobriety

2. Dr. Scheidler 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 Dr. Scheidler's history of chemical dependency.
3. Dr. Scheidler shall abstain completely from the use of alcohol.

Releases; Quarterly Declarations and Appearances

4. Dr. Scheidler shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Scheidler's chemical dependency or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. The above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Scheidler further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.
5. Dr. Scheidler 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, provided that if the effective date is on or after the 16th day of the month, the first quarterly declaration must be received in the Board's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
6. Dr. Scheidler 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 every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.

Drug & Alcohol Screens; Supervising Physician

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

Within thirty days of the effective date of this Consent Agreement, Dr. Scheidler shall submit to the Board for its prior approval the name of a supervising physician to whom Dr. Scheidler shall submit the required urine specimens. In approving an

individual to serve in this capacity, the Board will give preference to a physician who practices in the same locale as Dr. Scheidler. Dr. Scheidler and the supervising physician shall ensure that the urine specimens are obtained on a random basis and that the giving of the specimen is witnessed by a reliable person. In addition, the supervising physician shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Scheidler shall ensure that the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, as set forth in the materials provided by the Board to the supervising physician, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, whether all urine screens have been negative, and whether the supervising physician remains willing and able to continue in his or her responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, Dr. Scheidler must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Scheidler shall further ensure that the previously designated supervising physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

All screening reports and supervising physician reports required under this paragraph must be received in the Board's offices no later than the due date for Dr. Scheidler's quarterly declaration. It is Dr. Scheidler's responsibility to ensure that reports are timely submitted.

Rehabilitation Program

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

Dr. Scheidler shall submit acceptable documentary evidence of continuing compliance with this program which must be received in the Board's offices no later than the due date for Dr. Scheidler's quarterly declarations.

CONDITIONS FOR REINSTATEMENT

9. The Board shall not consider reinstatement of Dr. Scheidler's certificate to practice osteopathic medicine and surgery until all of the following conditions are met:
 - a. Dr. Scheidler shall submit an application for reinstatement, accompanied by appropriate fees, if any.

- b. Dr. Scheidler shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
 - i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that Dr. Scheidler has successfully completed any required inpatient treatment.
 - ii. Evidence of continuing full compliance with a post-discharge aftercare contract with a treatment provider approved under Section 4731.25 of the Revised Code. Such evidence shall include, but not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with rule 4731-16-10 of the Administrative Code.
 - iii. Evidence of continuing full compliance with this Consent Agreement.
 - iv. Two written reports indicating that Dr. Scheidler's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. The reports shall be made by individuals or providers approved by the Board for making such assessments and shall describe the basis for this determination.
- c. Dr. Scheidler shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Scheidler are unable to agree on the terms of a written Consent Agreement, then Dr. Scheidler further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code.

Further, upon reinstatement of Dr. Scheidler's certificate to practice osteopathic medicine and surgery in this state, the Board shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code. Moreover, upon termination of the consent agreement or Board Order, Dr. Scheidler shall submit to the Board for at least two years annual progress reports made under penalty of Board disciplinary action or criminal prosecution stating whether Dr. Scheidler has maintained sobriety.

10. In the event that Dr. Scheidler has not been engaged in the active practice of osteopathic medicine and surgery for a period in excess of two years prior to application for reinstatement, the Board may exercise its discretion under Section

4731.222, Ohio Revised Code, to require additional evidence of Dr. Scheidler's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

11. Within thirty days of the effective date of this Consent Agreement, Dr. Scheidler shall provide a copy of this Consent Agreement by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license. Dr. Scheidler further agrees to provide a copy of this Consent Agreement by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for any professional license or reinstatement of any professional license. Further, Dr. Scheidler shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

12. Within thirty days of the effective date of this Consent Agreement, Dr. Scheidler shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Scheidler shall provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments.

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties.

FAILURE TO COMPLY

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

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

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

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

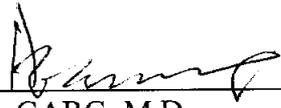
This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code, and may be reported to appropriate organizations, data banks, and governmental bodies. Dr. Scheidler agrees to provide his social security number to the Board and hereby authorizes the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

EFFECTIVE DATE

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



JOSEPH STANLEY SCHEIDLER, D.O.



ANAND G. GARG, M.D.
Secretary

2/7/02

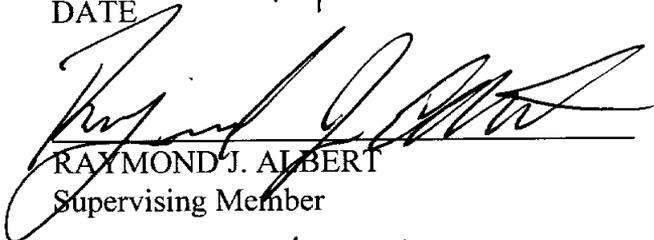
DATE

2/13/02

DATE



ERIC PLINKE, ESQ.
Attorney for Dr. Scheidler



RAYMOND J. ALBERT
Supervising Member

2/7/02

DATE

2/13/02

DATE



REBECCA J. ALBERS, ESQ.
Assistant Attorney General

2/13/02

DATE