

**STEP II
CONSENT AGREEMENT
BETWEEN
MICHAEL JAMES STANEK, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Stanek 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)(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 Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph E of the May 8, 2002 Step I Consent Agreement between Michael James Stanek, D.O., and The State Medical Board of Ohio, a copy of which is attached hereto and 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. Stanek is applying for reinstatement of his license to practice osteopathic medicine and surgery in the State of Ohio, License # 34-004882, which was suspended pursuant to the terms of the above-referenced May 2002 Step I Consent Agreement.
- D. Dr. Stanek states that he is not licensed to practice osteopathic medicine and surgery in any other state.

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- E. Dr. Stanek admits that after entering treatment for chemical dependence on February 8, 2002, at Parkside Behavioral Healthcare, Inc. [Parkside], a Board approved treatment provider in Columbus, Ohio, he was discharged to intensive outpatient treatment on February 9, 2002 and continued in daily intensive outpatient treatment for thirty days. Dr. Stanek further admits that he was diagnosed with depression by psychiatrist Radu Savenau, M.D., in February 2002 and treatment with Zoloft was initiated and continues, as prescribed and monitored by Dr. Savenau.
- F. Dr. Stanek states, and the Board acknowledges receipt of information to support, that since being discharged from inpatient treatment at Parkside on February 9, 2002, he has remained compliant with his continuing care/aftercare contract with his treatment provider, Parkside. In addition, Dr. Stanek states, and the Board acknowledges receipt of information to support, that he has remained fully compliant with terms of the advocacy contract into which he entered with the Ohio Physicians Effectiveness Program in May 2002. Dr. Stanek further states that such continuing care/aftercare contract and advocacy contract remain in effect to date.
- G. Dr. Stanek states, and the Board acknowledges, that Edna Jones, M.D., of Parkside Richard N. Whitney, M.D., of Shepherd Hill Hospital, a Board approved treatment provider in Newark, Ohio, and Frederick N. Karaffa, M.D., a physician approved by the Board for purposes of evaluating Dr. Stanek, have provided written reports indicating that Dr. Stanek's ability to practice has been assessed and that he has been found capable of practicing medicine and surgery according to acceptable and prevailing standards of care, so long as certain treatment and monitoring requirements are in place.
- H. Dr. Stanek states, and the Board acknowledges, that Dr. Stanek has fulfilled the conditions for reinstatement of his certificate to practice osteopathic medicine and surgery in the State of Ohio, as established in the above-referenced May 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. Stanek to practice osteopathic medicine and surgery in the State of Ohio shall be reinstated, and Dr. Stanek knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Stanek shall obey all federal, state, and local laws, and all rules governing the practice of osteopathic medicine in Ohio.

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2. Dr. Stanek 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 May 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. Stanek 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 May 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. Stanek should leave Ohio for three continuous months, or reside or practice outside the State, Dr. Stanek 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 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. Stanek 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. Stanek 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. Stanek's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Stanek shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Stanek 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

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Board agrees at a future date to modify this Consent Agreement to allow Dr. Stanek to administer or personally furnish controlled substances, Dr. Stanek 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. Stanek's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Stanek 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. Stanek 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. Stanek's history of chemical dependency.
9. Dr. Stanek shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Supervising Physician

10. Dr. Stanek shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Stanek 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. The detection level for the initial screening for opiates or their metabolites shall be at the level of no more than 300 nanograms per milliliter. Dr. Stanek shall abstain from eating or in any other way ingesting poppy seeds.

Within thirty days of the effective date of this Consent Agreement, Dr. Stanek shall submit to the Board for its prior approval the name and curriculum vitae of a supervising physician to whom Dr. Stanek 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. Stanek. Dr. Stanek 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. Stanek 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

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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. Stanek must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Stanek 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. Stanek's quarterly declaration. It is Dr. Stanek's responsibility to ensure that reports are timely submitted.

11. The Board retains the right to require, and Dr. Stanek agrees to submit, blood or urine specimens for analysis at Dr. Stanek's expense upon the Board's request and without prior notice. Dr. Stanek's refusal to submit a blood or urine specimen 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. Stanek 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. Stanek and who is engaged in the same or similar practice specialty.

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

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Stanek must immediately so notify the Board in writing. In addition, Dr. Stanek shall make arrangements acceptable

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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. Stanek 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. Within thirty days of the effective date of this Consent Agreement, Dr. Stanek 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. Stanek 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. Stanek's quarterly declarations.

Aftercare

14. Dr. Stanek shall maintain continued compliance with the terms of the aftercare contract entered into with his treatment provider and with the advocacy contract entered into with the Ohio Physicians Effectiveness Program, or another physician health program approved in advance by the Board, provided that, where terms of the aftercare contract or advocacy contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Work Hour Limitation

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

Any request by Dr. Stanek 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 by the Board for this purpose, who has evaluated Dr. Stanek, indicating that such physician supports Dr. Stanek's request for modification.

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Psychiatric Treatment

16. Within thirty days of the effective date of this Consent Agreement, Dr. Stanek shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the Board, Dr. Stanek shall undergo and continue psychiatric treatment monthly for medication monitoring or as otherwise directed by the BOARD and shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered for his psychiatric disorder. Dr. Stanek shall ensure that psychiatric reports are forwarded by his treating psychiatrist to the Board on a quarterly basis, or as otherwise directed by the Board. The psychiatric reports shall contain information describing Dr. Stanek's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Stanek's compliance with his treatment plan; Dr. Stanek's mental status; Dr. Stanek's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Stanek shall ensure that his treating psychiatrist immediately notifies the Board of his failure to comply with his psychiatric treatment plan and/or any determination that Dr. Stanek is unable to practice due to his psychiatric disorder. It is Dr. Stanek's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Stanek's quarterly declaration.

Releases

17. Dr. Stanek 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. Stanek 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. Stanek 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. Stanek 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. Stanek further

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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. Stanek 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. Stanek 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. Stanek has violated any term, condition or limitation of this Consent Agreement, Dr. Stanek 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. Stanek shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Stanek shall not request modification to the probationary terms, limitations, and conditions contained herein, with the exception of the limitation included in paragraph 15 requiring that he limit his work hours to no more than forty hours per week, 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. Stanek 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. Stanek hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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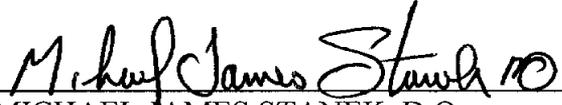
Michael James Stanek, D.O.

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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. Stanek 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.


MICHAEL JAMES STANEK, D.O.


ANAND G. GARG, M.D.
Secretary

8/5/02
DATE

8/14/02
DATE


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


RAYMOND J. ALBERT
Supervising Member

AUGUST 5, 2002
DATE

8/14/02
DATE


REBECCA J. ALBERS, ESQ.
Assistant Attorney General

8/14/02
DATE

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**STEP I
CONSENT AGREEMENT
BETWEEN
MICHAEL JAMES STANEK, D.O.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Stanek 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)(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 Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), 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.
- C. Dr. Stanek is licensed to practice osteopathic medicine and surgery in the State of Ohio, License # 34-004882.
- D. Dr. Stanek states that he is not licensed to practice osteopathic medicine and surgery in any other state.
- E. Dr. Stanek admits that he was initially treated for opiate and alcohol dependency at Shepherd Hill Hospital, a Board-approved treatment provider in Newark, Ohio, on an inpatient/residential basis, from December 13, 1989, to April 13, 1990. Dr. Stanek further admits that he subsequently entered into a Consent Agreement with the Board,

in or about September 1990, which placed his certificate to practice on probation for a period of five years in lieu of disciplinary proceedings based on his violation of Section 4731.22(B)(26), Ohio Revised Code. Dr. Stanek and the Board agree that he was released from the terms of that Consent Agreement, a copy of which is attached hereto and incorporated herein, on September 7, 1995, having successfully completed his probationary period.

Dr. Stanek states that after completing treatment in April 1990 he maintained sobriety until in or about 1998, at which time he relapsed by binge drinking alcohol while attending a medical conference. Dr. Stanek further admits that he binge drank alcohol at another medical conference in or about 2000 and that he drank two or three beers approximately twice a week from in or about June 2001 to in or about February 2002. Dr. Stanek also admits that from early December 2001 to February 7, 2002, he also used Roxicodone, averaging 2 to 6 tablets per day three days per week, and Ativan, taking ½ tablet every night, and that he used 2 tablets of Ativan on February 7, 2002. Dr. Stanek states that his only source of Roxicodone and Ativan was unused drugs given to him by the mother of a patient after that patient's death. Dr. Stanek admits that, on February 7, 2002, he was intervened on at work due to his slurred speech and inability to write and that he voluntarily reported his relapse to the Board on February 8, 2002.

Dr. Stanek admits that he was admitted to Parkside Behavioral Healthcare, Inc. [Parkside], a Board approved treatment provider in Columbus, Ohio, on February 8, 2002, for treatment for chemical dependency. Dr. Stanek admits that on February 9, 2002, he began participating in outpatient treatment for chemical dependency, to include opiate and alcohol dependency and sedative abuse, at Parkside and that such outpatient treatment continues to date. Dr. Stanek states that he has complied with all treatment recommendations made by the Parkside treatment team.

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

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Stanek to practice osteopathic medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 90 days.

Sobriety

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STATE MEDICAL BOARD
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2. Dr. Stanek 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. Stanek's history of chemical dependency. ||
3. Dr. Stanek shall abstain completely from the use of alcohol.

Releases; Quarterly Declarations and Appearances

4. Dr. Stanek 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. Stanek'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. Stanek 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. Stanek 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. Stanek 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. Stanek shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Stanek 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.

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Within thirty days of the effective date of this Consent Agreement, Dr. Stanek shall submit to the Board for its prior approval the name of a supervising physician to whom Dr. Stanek 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. Stanek. Dr. Stanek 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. Stanek 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. Stanek must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Stanek 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. Stanek's quarterly declaration. It is Dr. Stanek's responsibility to ensure that reports are timely submitted.

Rehabilitation Program

8. Within thirty days of the effective date of this Consent Agreement, Dr. Stanek 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. Stanek 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. Stanek's quarterly declarations.

CONDITIONS FOR REINSTATEMENT

9. The Board shall not consider reinstatement of Dr. Stanek's certificate to practice medicine and surgery until all of the following conditions are met:

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- a. Dr. Stanek shall submit an application for reinstatement, accompanied by appropriate fees, if any.
- b. Dr. Stanek 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. Stanek 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. Stanek'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. Stanek shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Stanek are unable to agree on the terms of a written Consent Agreement, then Dr. Stanek 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. Stanek'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 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. Stanek 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. Stanek has maintained sobriety.

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

REQUIRED REPORTING BY LICENSEE

11. Within thirty days of the effective date of this Consent Agreement, Dr. Stanek 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. Stanek 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. Stanek 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. Stanek 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. Stanek 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. Stanek 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. Stanek 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.

STATE MEDICAL BOARD

Dr. Stanek 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. Stanek 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.

Michael Stanek DO
MICHAEL JAMES STANEK, D.O.

Anand G. Garg
ANAND G. GARG, M.D.
Secretary

4/26/02
DATE

05/08/02
DATE

Eric J. Plinke
ERIC J. PLINKE, ESQ.
Attorney for Dr. Stanek

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

4/26/02
DATE

5/8/02
DATE

Rebecca J. Albers
REBECCA J. ALBERS, ESQ.
Assistant Attorney General

5/8/02
DATE

CONSENT AGREEMENT
BETWEEN
MICHAEL J. STANEK, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO

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

MICHAEL J. STANEK, 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 enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), 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.
- C. MICHAEL J. STANEK, D.O. is licensed to practice medicine and surgery in the State of Ohio.
- D. MICHAEL J. STANEK, D.O. ADMITS that on or about December 13, 1989 he was admitted to the Shepherd Hill Hospital for an alcohol and chemical dependency problem. Inpatient treatment was completed on January 10, 1990 at which time he was discharged to CORR for extended residential care. This treatment was completed on April 13, 1990 at which time DR. STANEK was discharged with a diagnosis of oploid and alcohol dependence.

WHEREFORE, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, MICHAEL J. STANEK, D.O. knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following probationary terms, conditions and limitations:

1. DOCTOR STANEK shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR STANEK shall submit quarterly declarations under penalty of perjury stating whether there has been compliance with all the conditions of this Consent Agreement;
3. DOCTOR STANEK shall appear in person for interviews before the full BOARD or its designated representative at three month intervals, or as otherwise directed by the BOARD;
4. In the event that DOCTOR STANEK should leave Ohio for three continuous months, or reside or practice outside the State, DOCTOR STANEK, 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;

5. DOCTOR STANEK voluntarily surrendered his United States Drug Enforcement Administration Certificate on December 12, 1989. He shall be ineligible to hold, and shall not apply for, registration with the D.E.A. to prescribe, dispense or administer controlled substances without prior BOARD approval;
6. DOCTOR STANEK shall not prescribe, administer, dispense, order, write orders for, give verbal orders for, or possess any controlled substance as defined by State or Federal law;
7. DOCTOR STANEK 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 D.E.A. registration of the hospital or institution in which he is employed and/or has privileges.
8. DOCTOR STANEK shall abstain completely from the personal use or possession of drugs, except those prescribed, administered, or dispensed to him by another so authorized by law who has full knowledge of DOCTOR STANEK's history of chemical dependency;
9. DOCTOR STANEK shall abstain completely from the use of alcohol;
10. DOCTOR STANEK shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR STANEK is to ensure that all screening reports are forwarded directly to the BOARD on a monthly basis;

DOCTOR STANEK shall submit the required urine specimens to a supervising physician to be approved by the BOARD. 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.

The supervising physician shall monitor DOCTOR STANEK and provide the BOARD with reports on the doctor's progress and status.

In the event that the designated supervising physician becomes unable or unwilling to so serve, DOCTOR STANEK must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable;

11. The Board retains the right to require, and DOCTOR STANEK agrees to submit, blood or urine specimens for analysis upon request and without prior notice;
12. Within 30 days of the effective date of this Consent Agreement, DOCTOR STANEK shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, acceptable to the BOARD no less than four (4) times per week. At his appearances before the BOARD or its designated representative, DOCTOR STANEK shall submit documentary evidence of continuing compliance with this program;
13. DOCTOR STANEK shall provide all employers and the Chief of Staff at each hospital where he has, applies for, or obtains privileges with a copy of this Consent Agreement;

The above described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties. However, this Agreement shall remain in force for a minimum of five (5) years prior to any request for termination of said Agreement.

MICHAEL J. STANEK, D.O.
CONSENT AGREEMENT
PAGE THREE

If, in the discretion of the Secretary of THE STATE MEDICAL BOARD OF OHIO, DOCTOR STANEK 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 STANEK 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 STANEK 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, and shall become effective upon the last date of signature below.

Michael J Stanek
MICHAEL J. STANEK, D.O.

7/30/90
DATE

*Supervising physician
has been changed
to Dr Doug Brown
(CV feathering)*



Henry G Cramblett
HENRY G. CRAMBLETT, M.D.
Secretary

8/3/90
DATE

Timothy S. Jost
TIMOTHY S. JOST, ESQ.
Supervising Member

9/3/90
DATE

John C. Dowling
JOHN C. DOWLING, Esquire
Assistant Attorney General

9/5/90
DATE

Rev. 10/89

*The Name of my Supervisory physician
is Don Bowermaster DPS 200 Massimore DR
Newark Ohio*