

**STEP II
CONSENT AGREEMENT
BETWEEN
WAYNE STANFORD BRECHBUHLER, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

WAYNE STANFORD BRECHBUHLER, M.D., 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 STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22, 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 who is in violation of Section 4731.22(B)(10), Ohio Revised Code, "[c]ommission of an act which constitutes a felony in this state regardless of the jurisdiction in which the act was committed," and 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."
- B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(10) and (26), Ohio Revised Code, as set forth in Paragraph D of the October 1998 Consent Agreement between WAYNE STANFORD BRECHBUHLER, M.D., AND THE STATE MEDICAL BOARD OF OHIO, a copy of which is attached hereto and incorporated herein; and Paragraphs D through F below; and expressly reserves the right to institute formal proceedings based upon any other violations of

STEP II CONSENT AGREEMENT
WAYNE STANFORD BRECHBUHLER, M.D.
PAGE 2

Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.

- C. WAYNE STANFORD BRECHBUHLER, M.D., is applying for reinstatement of his license to practice medicine and surgery in the State of Ohio, which was suspended pursuant to the terms of the above referenced October 1998 Consent Agreement.
- D. WAYNE STANFORD BRECHBUHLER, M.D., STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that DOCTOR BRECHBUHLER has complied with the reinstatement conditions as set forth in his October 1998 Consent Agreement.
- E. Pursuant to paragraph 8.b.ii of the October 1998 Consent Agreement, DOCTOR BRECHBUHLER provided the STATE MEDICAL BOARD OF OHIO with a letter dated January 6, 1999, from Edward J. Poczekaj, the Director of Field Services for the Ohio Physicians Effectiveness Program (OPEP). Said letter states that DOCTOR BRECHBUHLER has been in full compliance with his OPEP advocacy contract since it was signed on March 17, 1997.
- F. Pursuant to paragraph 8.b.iii of the October 1998 Consent Agreement, DOCTOR BRECHBUHLER obtained the following evaluations from Board approved treatment providers:
1. On or about March 8, 1999, the STATE MEDICAL BOARD OF OHIO received a report from Robert A. Liebelt, M.D., the Director of Ignatia Hall Alcohol/Drug Treatment Center. Dr. Liebelt's most recent office visit with DOCTOR BRECHBUHLER was on March 3, 1999. Dr. Liebelt states in his report that DOCTOR BRECHBUHLER "has fully complied with all requirements requested and required of him in his dealing with a substance abuse disorder." Dr. Liebelt further opines that DOCTOR BRECHBUHLER is capable of practicing according to acceptable and prevailing standards of care.
 2. On March 30, 1999, Ted Parran, M.D., Assistant Medical Director at Rosary Serenity Center at St. Vincent Charity Hospital, submitted a report indicating that DOCTOR BRECHBUHLER underwent an in-depth chemical dependency assessment on March 23, 1999. Dr. Parran recommends in said report that DOCTOR BRECHBUHLER: 1) remain in compliance with his OPEP contract; 2) keep no controlled drug samples in his practice, including Ultram and Fioricet; and 3) attend AA three

STEP II CONSENT AGREEMENT
WAYNE STANFORD BRECHBUHLER, M.D.
PAGE 3

times per week with regular sponsor contact. Dr. Parran opined that, if DOCTOR BRECHBUHLER complies with the above-mentioned recommendations, he is capable of practicing medicine according to the acceptable and prevailing standards of care.

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 WAYNE STANFORD BRECHBUHLER, M.D., to practice medicine and surgery in the State of Ohio shall be reinstated, and WAYNE STANFORD BRECHBUHLER, M.D., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following PROBATIONARY terms, conditions and limitations:

1. DOCTOR BRECHBUHLER shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR BRECHBUHLER 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. 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 the 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;
3. DOCTOR BRECHBUHLER shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed by the BOARD.

If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled. (Example: The first quarterly appearance is scheduled for February, but based upon the doctor's serious personal illness he is permitted to delay appearance until April. The next appearance will still be scheduled for May, three months after the appearance as originally scheduled.) Although the BOARD will normally give DOCTOR BRECHBUHLER written notification of scheduled appearances, it is DOCTOR BRECHBUHLER's

STEP II CONSENT AGREEMENT
WAYNE STANFORD BRECHBUHLER, M.D.
PAGE 4

responsibility to know when personal appearances will occur. If he does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, DOCTOR BRECHBUHLER shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

4. In the event that DOCTOR BRECHBUHLER should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR BRECHBUHLER 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 BRECHBUHLER 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 the CONSENT AGREEMENT;

MONITORING OF REHABILITATION AND TREATMENT

Drug Associated Restrictions

6. DOCTOR BRECHBUHLER shall not, without prior Board approval, administer, dispense, accept samples of or possess (except as allowed under Paragraph 8 below) any controlled substances as defined by state or federal law, Ultram or Fioricet. In the event that the BOARD agrees at a future date to modify this CONSENT AGREEMENT to allow DOCTOR BRECHBUHLER to administer or dispense controlled substances, Ultram or Fioricet, DOCTOR BRECHBUHLER shall keep a log of all controlled substances prescribed, administered or dispensed. Such log shall be submitted in the format approved by the BOARD thirty (30) days prior to DOCTOR BRECHBUHLER's personal appearance before the BOARD or its designated representative, or as otherwise directed by the BOARD;
7. DOCTOR BRECHBUHLER shall refrain from self-treating and from treating family members, except in the event of a life-threatening emergency;

Sobriety

STEP II CONSENT AGREEMENT
WAYNE STANFORD BRECHBUHLER, M.D.
PAGE 5

8. DOCTOR BRECHBUHLER 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 BRECHBUHLER's history of chemical dependency;
9. DOCTOR BRECHBUHLER shall abstain completely from the use of alcohol;

Drug and Alcohol Screens/Supervising Physician

10. DOCTOR BRECHBUHLER shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR BRECHBUHLER 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 CONSENT AGREEMENT, DOCTOR BRECHBUHLER shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR BRECHBUHLER 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 BRECHBUHLER 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 screenings 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 BRECHBUHLER must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR BRECHBUHLER shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefore;

STEP II CONSENT AGREEMENT
WAYNE STANFORD BRECHBUHLER, M.D.
PAGE 6

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 DOCTOR BRECHBUHLER's quarterly declaration. It is DOCTOR BRECHBUHLER's responsibility to ensure that reports are timely submitted;

11. The BOARD retains the right to require, and DOCTOR BRECHBUHLER agrees to submit, blood or urine specimens for analysis at DOCTOR BRECHBUHLER's expense upon the BOARD's request and without prior notice. DOCTOR BRECHBUHLER'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. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR BRECHBUHLER shall submit for the BOARD's prior approval the name of a monitoring physician, who shall review DOCTOR BRECHBUHLER's patient charts and shall submit a written report of such review to the BOARD on a quarterly basis. Such chart review may be done on a random basis, with the frequency and number of charts reviewed to be determined by the BOARD. It shall be DOCTOR BRECHBUHLER's responsibility to ensure that the monitoring physician's quarterly reports are submitted to the BOARD on a timely basis;

Further, the monitoring physician shall otherwise monitor DOCTOR BRECHBUHLER and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR BRECHBUHLER 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 BRECHBUHLER must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR BRECHBUHLER shall further ensure that the previously designated monitoring physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefore;

All monitoring physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR BRECHBUHLER's quarterly declaration. It is DOCTOR BRECHBUHLER's responsibility to ensure that reports are timely submitted;

STEP II CONSENT AGREEMENT
WAYNE STANFORD BRECHBUHLER, M.D.
PAGE 7

Rehabilitation Program

13. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR BRECHBUHLER shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, no less than three (3) times per week. Substitution of any other specific program must receive prior BOARD approval;

DOCTOR BRECHBUHLER shall submit with each quarterly declaration required under Paragraph 2 of this CONSENT AGREEMENT acceptable documentary evidence of continuing compliance with this program;

Aftercare

14. DOCTOR BRECHBUHLER shall comply with his OPEP agreement provided that, where terms of the OPEP agreement conflict with terms of this CONSENT AGREEMENT, the terms of this CONSENT AGREEMENT shall control;

Releases

15. DOCTOR BRECHBUHLER 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

16. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR BRECHBUHLER shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide physician services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, DOCTOR BRECHBUHLER shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to provide physician services, or applies for or receives training, and the chief of staff at each hospital where he applies for or obtains privileges or appointments; and,
17. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR BRECHBUHLER shall provide a copy of this CONSENT AGREEMENT by certified mail, return receipt

STEP II CONSENT AGREEMENT
WAYNE STANFORD BRECHBUHLER, M.D.
PAGE 8

requested, to the proper licensing authority of any state or jurisdiction in which he currently holds a license to practice. DOCTOR BRECHBUHLER further agrees to provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for licensure or reinstatement of licensure. Further, DOCTOR BRECHBUHLER shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

FAILURE TO COMPLY

18. Any violation of Paragraph 8 or Paragraph 9 of this Agreement shall constitute grounds to revoke or permanently revoke DOCTOR BRECHBUHLER's certificate. DOCTOR BRECHBUHLER agrees that the minimum discipline for such a violation shall include actual license suspension. This paragraph does not limit the BOARD's authority to suspend, revoke or permanently revoke DOCTOR BRECHBUHLER's certificate based on other violations of this Consent Agreement.
19. DOCTOR BRECHBUHLER AGREES that if any declaration or report required by this agreement is not received in the BOARD's offices on or before its due date, DOCTOR BRECHBUHLER shall cease practicing beginning the day next following receipt from the BOARD of notice of non-receipt, either by writing, by telephone, or by personal contact until the declaration or report is received in the BOARD offices. Any practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.
20. DOCTOR BRECHBUHLER AGREES that if, without prior permission from the BOARD, he fails to submit to random screenings for drugs and alcohol at least as frequently as required by Paragraph 10 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation and shall refrain from practicing for thirty (30) days for the first instance of a single missed screen. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.
21. DOCTOR BRECHBUHLER AGREES that if he fails to participate in an alcohol and drug rehabilitation program at least as frequently as required by Paragraph 13 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation, and shall refrain from practicing for fifteen (15) days following a first missed meeting. Practice during this time period shall be

STEP II CONSENT AGREEMENT
WAYNE STANFORD BRECHBUHLER, M.D.
PAGE 9

considered unlicensed practice in violation of Section 4731.41 of the Revised Code.

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

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

DURATION/MODIFICATION OF TERMS

This CONSENT AGREEMENT shall remain in force for a minimum of five (5) years prior to any request for termination of said CONSENT 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.

ACKNOWLEDGMENTS/LIABILITY RELEASE

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

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

DOCTOR BRECHBUHLER 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.

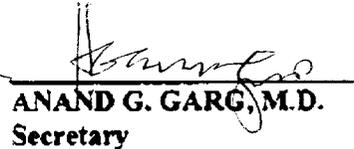
This CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

STEP II CONSENT AGREEMENT
WAYNE STANFORD BRECHBUHLER, M.D.
PAGE 10

EFFECTIVE DATE

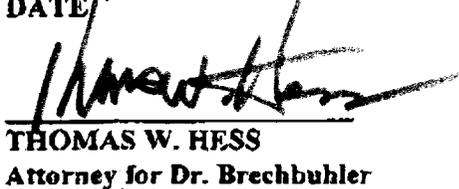
It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the Secretary and Supervising Member and that it shall become effective upon the last date of signature below.


WAYNE S. BRECHBUHLER, M.D.


ANAND G. GARG, M.D.
Secretary

4/14/99
DATE

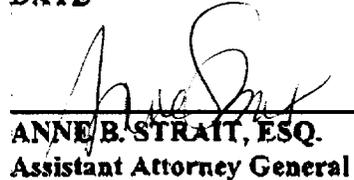
4/15/99
DATE


THOMAS W. HESS
Attorney for Dr. Brechbuhler


RAYMOND J. ALBERT
Supervising Member

4/14/99
DATE

4/15/99
DATE


ANNE B. STRAIT, ESQ.
Assistant Attorney General

4/15/99
DATE

Rev 3/98

STEP I
CONSENT AGREEMENT
BETWEEN
WAYNE STANFORD BRECHBUHLER, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO

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

WAYNE STANFORD BRECHBUHLER, M.D., 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 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." Further, THE STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(B)(10), 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 "[c]ommission of an act which constitutes a felony in this state regardless of the jurisdiction in which the act was committed."
- B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(10) and (B)(26), Ohio Revised Code, as set forth in Paragraph D 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.

21:57
9/19/85
City of Ohio
10/15/85

- C. WAYNE STANFORD BRECHBUHLER, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- D. WAYNE STANFORD BRECHBUHLER, M.D., ADMITS that he suffers from alcohol dependency, and that he has a history of substance abuse of hydrocodone dating to at least November of 1991.

WAYNE STANFORD BRECHBUHLER, M.D., further ADMITS that he has self-prescribed controlled substances, including Fioricet, Vicodin, Hydrocodone, Lorcet, Lortab, Darvocet N-100 and Valium. DOCTOR BRECHBUHLER further ADMITS that since November of 1991 he has prescribed controlled substances, including Fioricet, Vicodin, Hydrocodone and Lortab, in the names of his spouse and son, although the drugs were for DOCTOR BRECHBUHLER himself.

WAYNE STANFORD BRECHBUHLER, M.D., further ADMITS that he consented to a urine test on or about February 27, 1997, at the direction of a compliance agent of the Ohio State Board of Pharmacy. DOCTOR BRECHBUHLER further ADMITS that the urine tested positive for opiates, trace of dihydrocodiene/hydrocodol, trace of hydrocodone, and positive for hydromorphone 300ng/ml.

WAYNE STANFORD BRECHBUHLER, M.D., further ADMITS that he was thereafter treated for alcohol dependency at St. Thomas Medical Center in Akron, Ohio, a BOARD approved treatment provider, from March 7, 1997, until May 5, 1997. DOCTOR BRECHBUHLER further ADMITS that on March 17, 1997, he entered into an advocacy contract with the Ohio Physicians Effectiveness Program (OPEP). DOCTOR BRECHBUHLER further ADMITS that at this time he began undergoing random urine toxicology screens on a weekly basis.

WAYNE STANFORD BRECHBUHLER, M.D., further ADMITS that on November 25, 1997, he entered into an addendum with OPEP in the above-mentioned advocacy contract. DOCTOR BRECHBUHLER admitted in the Addendum that he engaged in certain conduct contrary to the criminal laws of the State of Ohio between November 1991 and January 1997, to wit: issuing prescription documents to illegally obtain scheduled controlled substances for his personal use in Ashland County, Ohio. DOCTOR BRECHBUHLER further ADMITS that said Addendum was entered into in lieu of the Ashland County Prosecutor's Office filing criminal charges against him.

WAYNE STANFORD BRECHBUHLER, M.D., further STATES that, since completing treatment on May 5, 1997, he has been fully compliant

with his aftercare with St. Thomas Medical Center and with his advocacy contract with OPEP.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, WAYNE STANFORD BRECHBUHLER, M.D., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following terms, conditions and limitations:

SUSPENSION OF CERTIFICATE

1. The certificate of DOCTOR BRECHBUHLER, to practice medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time, but for not less than six (6) months;

Sobriety

2. DOCTOR BRECHBUHLER 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 BRECHBUHLER's history of chemical dependency;
3. DOCTOR BRECHBUHLER shall abstain completely from the use of alcohol;

Releases; Quarterly Declarations and Appearances

4. DOCTOR BRECHBUHLER 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 DOCTOR BRECHBUHLER's chemical dependency or related conditions, or for purposes of complying with the 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. DOCTOR BRECHBUHLER 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. DOCTOR BRECHBUHLER 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. 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 the 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. DOCTOR BRECHBUHLER shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed by the BOARD.

If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled. (Example: The first quarterly appearance is scheduled for February, but based upon the doctor's serious personal illness he is permitted to delay appearance until April. The next appearance will still be scheduled for May, three months after the appearance as originally scheduled.) Although the BOARD will normally give DOCTOR BRECHBUHLER written notification of scheduled appearances, it is DOCTOR BRECHBUHLER's responsibility to know when personal appearances will occur. If he does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, DOCTOR BRECHBUHLER shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

Drug & Alcohol Screens; Supervising Physician

7. DOCTOR BRECHBUHLER shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR BRECHBUHLER 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 CONSENT AGREEMENT, DOCTOR BRECHBUHLER shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR BRECHBUHLER 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 BRECHBUHLER 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 BRECHBUHLER must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR BRECHBUHLER shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the 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 DOCTOR BRECHBUHLER's quarterly declaration. It is DOCTOR BRECHBUHLER's responsibility to ensure that reports are timely submitted;

CONDITIONS FOR REINSTATEMENT

8. The BOARD shall not consider reinstatement of DOCTOR BRECHBUHLER's certificate to practice medicine and surgery unless and until all of the following conditions are met:
 - a. DOCTOR BRECHBUHLER shall submit an application for reinstatement, accompanied by appropriate fees, if any;
 - b. DOCTOR BRECHBUHLER 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 DOCTOR BRECHBUHLER has successfully completed any required inpatient treatment;
 - ii. Evidence of continuing full compliance with an aftercare contract or consent agreement;
 - iii. Two written reports indicating that DOCTOR BRECHBUHLER'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. DOCTOR BRECHBUHLER shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the BOARD or, if the BOARD and DOCTOR BRECHBUHLER are unable to agree on the terms of a written CONSENT AGREEMENT, then DOCTOR BRECHBUHLER 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 DOCTOR BRECHBUHLER'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 and, upon termination of the consent agreement or Board Order, submission to the BOARD for at least two years of annual progress reports made under penalty of BOARD disciplinary action or criminal prosecution stating whether DOCTOR BRECHBUHLER has maintained sobriety.

9. In the event that DOCTOR BRECHBUHLER 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 DOCTOR BRECHBUHLER's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

10. Within thirty (30) days of the effective date of this Agreement, DOCTOR BRECHBUHLER shall provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds a license to practice. DOCTOR BRECHBUHLER further agrees to provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for licensure or reinstatement of licensure. Further, DOCTOR BRECHBUHLER shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.
11. Within thirty (30) days of the effective date of this Agreement, DOCTOR BRECHBUHLER shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide physician services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments.

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 STATE MEDICAL BOARD OF OHIO, DOCTOR BRECHBUHLER appears to have violated or breached any term or condition 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.

ACKNOWLEDGMENTS/LIABILITY RELEASE

DOCTOR BRECHBUHLER 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.

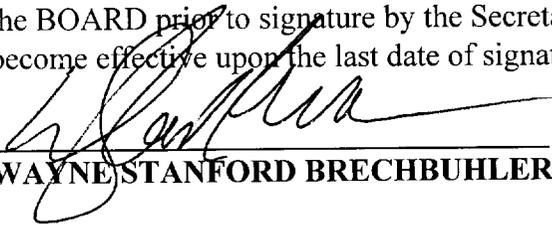
DOCTOR BRECHBUHLER hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code.

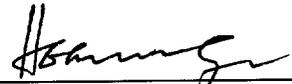
Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

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.



WAYNE STANFORD BRECHBUHLER, M.D.



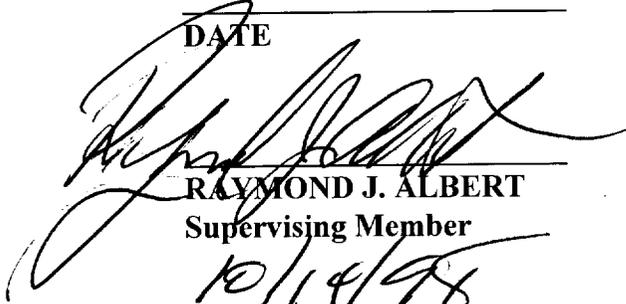
ANAND G. GARG, M.D.
Secretary

8/21/98
DATE

10/14/98
DATE



THOMAS W. HESS
Attorney for Dr. Brechbuhler



RAYMOND J. ALBERT
Supervising Member

8/21/98
DATE

10/14/98
DATE



ANNE B. STRAIT, ESQ.
Assistant Attorney General

10/14/98
DATE