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**CONSENT AGREEMENT
BETWEEN
JOHN D. FREED, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

JOHN D. FREED, 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), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for a 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)(22), Ohio Revised Code, "[a]ny of the following actions taken by the state agency responsible for regulating the practice of medicine and surgery, osteopathic medicine and surgery, podiatry, or the limited branches of medicine in another state, for any reason other than the nonpayment of fees: the limitation, revocation, or suspension of an individual's license to practice; acceptance of an individual's license surrender; denial of a license; refusal to renew or reinstate a license; imposition of probation; or issuance of an order of censure or other reprimand."

- 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)(26) and (22), Ohio Revised Code, as set forth in

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Paragraphs D, E and F 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. JOHN D. FREED, M.D., is applying for restoration of his license to practice medicine and surgery in the State of Ohio, which expired on or about September 30, 1992.
- C. JOHN D. FREED, M.D., STATES that he is licensed to practice medicine and surgery in the State of West Virginia.
- D. JOHN D. FREED, M.D., ADMITS that on or about September 24, 1999, his West Virginia medical license was placed in an inactive status pursuant to his voluntary report to the West Virginia Board of Medicine of a chemical/substance abuse problem.
- E. DOCTOR FREED further ADMITS that on or about September 13, 1999, he was admitted to the William J. Farley Center, Williamsburg, Virginia, for treatment of chemical dependency and was discharged on or about December 10, 1999. DOCTOR FREED further ADMITS that at the Farley Center, he was diagnosed as opioid dependent, and further ADMITS that, prior to treatment, he had abused Halcion and Darvocet. DOCTOR FREED further ADMITS that upon discharge from the Center, he entered into a Continuing Care Contract with the Farley Center.
- F. DOCTOR FREED further ADMITS that on or about February 1, 2000, he entered into an Agreement with the West Virginia Board of Medicine in order that his license to practice medicine in the State of West Virginia would be reinstated. A copy of the Agreement is attached hereto and fully incorporated herein. DOCTOR FREED further ADMITS that the Licensure Committee of the West Virginia Board of Medicine determined that he had made significant progress during his treatment, and that his prognosis for continued recovery was good. DOCTOR FREED further ADMITS that based on all the information received and reviewed by Board members of the West Virginia Board of Medicine, the Board determined that it was in the public interest for DOCTOR FREED to have his license to practice medicine in the State of West Virginia reinstated, though practicing medicine without appropriate conditions, limitations, and accommodations upon his medical license could adversely affect the health and welfare of a patient.
- G. DOCTOR FREED STATES he has complied with the terms of his Continuing Care Contract with the Farley Center and with the terms of his February 1, 2000 Agreement with the West Virginia Board of Medicine.

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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 JOHN D. FREED, M.D., to practice medicine and surgery in the State of Ohio shall be restored, and JOHN D. FREED, 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 FREED shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR FREED 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 FREED 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 FREED written notification of scheduled appearances, it is DOCTOR FREED'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 FREED shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

4. In the event that DOCTOR FREED should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR FREED 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 FREED 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 FREED shall keep a log of all controlled substances prescribed. Such log shall be submitted in the format approved by the BOARD thirty (30) days prior to DOCTOR FREED 's personal appearance before the BOARD or its designated representative, or as otherwise directed by the BOARD;
7. DOCTOR FREED shall not, without prior BOARD approval, administer, dispense, 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 DOCTOR FREED to administer or dispense controlled substances, DOCTOR FREED 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 FREED 's personal appearance before the BOARD or its designated representative, or as otherwise directed by the BOARD;

Sobriety

8. DOCTOR FREED 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 FREED 's history of chemical dependency;

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9. DOCTOR FREED shall abstain completely from the use of alcohol;

Drug and Alcohol Screens/Supervising Physician

10. DOCTOR FREED shall submit to random urine screenings for drugs and alcohol once every two weeks or as otherwise directed by the BOARD. DOCTOR FREED 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 FREED shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR FREED 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 DOCTOR FREED. 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 FREED 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 FREED must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR FREED 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 FREED's quarterly declaration. It is DOCTOR FREED's responsibility to ensure that reports are timely submitted;

11. The BOARD retains the right to require, and DOCTOR FREED agrees to submit, blood or urine specimens for analysis at DOCTOR FREED's

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expense upon the BOARD's request and without prior notice. DOCTOR FREED'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 FREED shall submit for the BOARD's prior approval the name of a monitoring physician, who shall review DOCTOR FREED's patient charts and shall submit a written report of such review to the BOARD on a quarterly basis. In approving an individual to serve in this capacity, the BOARD will give preference to a physician who practices in the same locale as DOCTOR FREED and who is engaged in the same or similar practice specialty. 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 FREED'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 FREED and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR FREED 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 FREED must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR FREED 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 FREED's quarterly declaration. It is DOCTOR FREED's responsibility to ensure that reports are timely submitted;

Rehabilitation Program

13. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR FREED shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A.,

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N.A., or Caduceus, no less than three (3) times per week. Substitution of any other specific program must receive prior BOARD approval;

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

West Virginia Agreement

14. DOCTOR FREED shall maintain continued compliance with the terms of his February 1, 2000 Agreement with the West Virginia Board of Medicine provided that where terms of the West Virginia Agreement conflict with terms of this CONSENT AGREEMENT, the terms of this CONSENT AGREEMENT shall control;

Aftercare

15. DOCTOR FREED 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;

Releases

16. DOCTOR FREED 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

17. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR FREED 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, DOCTOR FREED 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;



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18. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR FREED 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. DOCTOR FREED 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, DOCTOR FREED shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt;

VIOLATION OF PROBATIONARY TERMS

19. Any violation of Paragraph 8 or Paragraph 9 of this CONSENT AGREEMENT shall constitute grounds to revoke or permanently revoke DOCTOR FREED's certificate. DOCTOR FREED 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 FREED's certificate based on other violations of this CONSENT AGREEMENT;
20. DOCTOR FREED AGREES that if any declaration or report required by this CONSENT AGREEMENT is not received in the BOARD's offices on or before its due date, DOCTOR FREED 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;
21. DOCTOR FREED 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; and,
22. DOCTOR FREED 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

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

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the BOARD, DOCTOR FREED 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 DOCTOR FREED has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR FREED 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

DOCTOR FREED shall not request termination of this CONSENT AGREEMENT for a minimum of four (4) years. In addition, DOCTOR FREED shall not request modification to the probationary terms, limitations and conditions contained herein for at least one (1) 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

DOCTOR FREED 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 FREED hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any

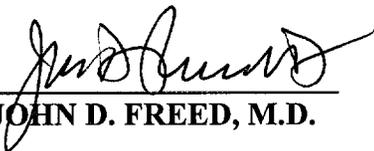
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and all liability arising from the within matter.

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.

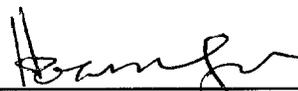
EFFECTIVE DATE

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



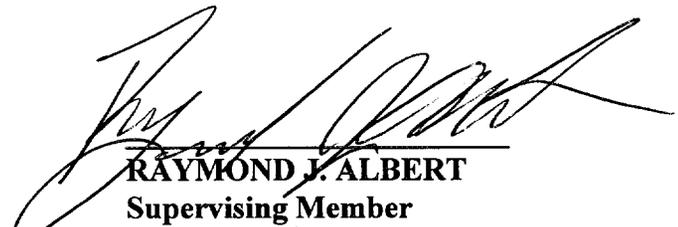
JOHN D. FREED, M.D.

9/3/01
DATE



ANAND G. GARG, M.D.
Secretary

09/12/01
DATE



RAYMOND J. ALBERT
Supervising Member

9/12/01
DATE



Rebecca J. Albers, ESQ.
Assistant Attorney General

9/12/01
DATE



UNOFFICIAL STATE MEDICAL BOARD

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Phillip B. Mathias, M.D.
Glen Dale

Carmen R. Rexrode, M.D.
Moorefield

John A. Wade, Jr., M.D.
Point Pleasant

S. Kenneth Wolfe, M.D.
Huntington

Kenneth Dean Wright, P.A.-C.
Huntington

State of West Virginia

West Virginia Board of Medicine

101 Dee Drive

Charleston, WV 25311

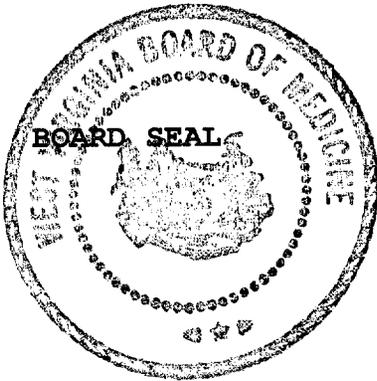
Telephone (304) 558-2921

Fax (304) 558-2084

C E R T I F I C A T I O N

I DO HEREBY CERTIFY that the following document IN RE: JOHN DOUGLAS FREED, M.D., is a true and accurate copy of the original document as maintained by the West Virginia Board of Medicine:

(1) AMENDED AGREEMENT dated February 14, 2001.



RONALD D. WALTON

Executive Director

West Virginia Board of Medicine

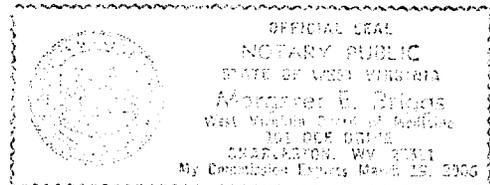
STATE OF WEST VIRGINIA

COUNTY OF KANAWHA

The foregoing instrument was acknowledged before me this 31st day of August, 2001, by RONALD D. WALTON, Executive Director, West Virginia Board of Medicine.

My commission expires March 19, 2006.

MARGARET E. BRIGGS
Notary Public



PRESIDENT
Sarjit Singh, M.D.
Weirton

VICE PRESIDENT
Leonard Simmons, D.P.M.
Fairmont

SECRETARY
Henry G. Taylor, M.D., M.P.H.
Charleston

COUNSEL
Deborah Lewis Rodecker
Charleston

EXECUTIVE DIRECTOR
Ronald D. Walton
Charleston

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BEFORE THE WEST VIRGINIA BOARD OF MEDICINE

IN RE:

JOHN DOUGLAS FREED, M.D.

AMENDED AGREEMENT EDW 1DF 2/14/01

The West Virginia Board of Medicine ("Board") and John Douglas Freed, M.D., ("Dr. Freed") freely and voluntarily enter into the following Agreement pursuant to West Virginia Code §30-3-9.

FINDINGS OF FACT

1. Effective September 24, 1999, Dr. Freed's West Virginia medical license, License No. 09801, was placed in an inactive status pursuant to Dr. Freed's voluntary report to the Board of a chemical/substance abuse problem.
2. Dr. Freed seeks reinstatement in an active status of his license to practice medicine in the State of West Virginia, and medical and related records prepared pursuant to Dr. Freed's treatment at the William J. Farley Center, Williamsburg, Virginia, for treatment of chemical dependency, have been reviewed pursuant to authorization by Dr. Freed.
3. Dr. Freed appeared before members of the Licensure Committee of the Board at its regular meeting in January, 2000, and after a full discussion with Dr. Freed and members of the Licensure Committee and a review of the materials described in paragraph 2 of the Findings of Fact in this Agreement, members of the Licensure Committee determined that Dr. Freed has made

significant progress during his treatment, and that his prognosis for continued recovery was good.

4. No written complaint has been received or filed at the Board regarding Dr. Freed relating to alcohol or chemical dependency impairment affecting the care and treatment of patients nor have any reports been received at the Board pursuant to West Virginia Code §30-3-14(b).

5. The Board believes that Dr. Freed is committed to remaining free of chemical dependency and that such a commitment is a necessary condition to the reinstatement in an active status of his license to practice medicine in the State of West Virginia.

6. Based on all the information received and reviewed by Board members, the Board has determined that it is in the public interest for Dr. Freed to have his license to practice medicine in the State of West Virginia reinstated, though practicing medicine without appropriate conditions, limitations, and accommodations upon Dr. Freed's medical license could adversely affect the health and welfare of a patient.

7. The conditions, limitations and accommodations imposed upon the medical license of Dr. Freed in this Agreement are reasonable under the circumstances and consistent with the need to protect the public interest and health.

CONCLUSIONS OF LAW

1. The Board has determined that Dr. Freed is eligible to enter into an Agreement with the Board pursuant to the provisions of West Virginia Code §30-3-9(h), which Agreement will impose limitations on the practice of Dr. Freed,

but which Agreement is not to be considered of a disciplinary nature and remains unavailable to the public at large.

2. The Board has a mandate pursuant to West Virginia Code §30-3-1 to protect the public interest and it is in the public interest to reinstate Dr. Freed's medical license, and to impose conditions, limitations and accommodations on the practice of Dr. Freed, based on the Findings of Fact in this Agreement, which conditions, limitations and accommodations are in the public interest.

CONSENT

John Douglas Freed, M.D., by affixing his signature hereon, agrees solely and exclusively for purposes of this Agreement and the entry of the action and Order provided for and stated herein, to the following:

1. Dr. Freed consents to this action and Order relative to his practice of medicine in the State of West Virginia.

2. Dr. Freed understands that if he fails to comply with or fulfill the terms of this Agreement and Order, the Board is required to initiate disciplinary proceedings and orders entered into pursuant thereto will be public information, as required by law.

3. Dr. Freed understands that the Board may cooperate with and provide documentation of this Agreement and Order to licensing boards in other jurisdictions, as may be appropriate in the opinion of the Board.

4. Dr. Freed understands that this signed Agreement and Order is an action of the Board limiting his license and will accordingly be reported to the National Practitioner Data Bank, as required by law.

5. Dr. Freed understands that all information hereafter provided to or submitted to the Board in connection with this Agreement and Order, including but not limited to this Agreement and Order, any medical charts, records, logs, recommendations, test results, reports and summaries, may be utilized by the Board in any disciplinary proceeding of the Board, should such be instituted, and Dr. Freed hereby waives any objections he may have to the lawful use by the Board of such information.

ORDER

WHEREFORE, on the basis of the foregoing Findings of Fact and Conclusions of Law of the Board and the foregoing consent of Dr. Freed, the Board hereby takes the following actions and ORDERS:

1. Dr. Freed's license to practice medicine in the State of West Virginia, License No. 09801, is REINSTATED in an active status, effective February 1, 2000, and for a period of three (3) years, commencing February 1, 2000, and terminating January 31, 2003, the license of Dr. Freed to practice medicine in the State of West Virginia, License No. 09801, is subject to the following conditions, accommodations and limitations:

- A. Dr. Freed shall refrain from the use of any alcohol, and shall refrain from the use of any controlled substances except those specifically prescribed to him by another duly licensed physician.
- B. The practice of medicine of Dr. Freed shall occur only with the supervision of another duly licensed physician

approved by the Board, which supervising physician shall be a physician with whom Dr. Freed shall meet at least once every thirty (30) days and which approved supervising physician shall file written reports with the Board concerning Dr. Freed's performance as a physician every sixty (60) days, beginning April 1, 2000, except should the performance of Dr. Freed at any time fall below the level of reasonable skill and safety, the approved supervising physician shall immediately notify the Board.

C. Dr. Freed shall attend meetings of Caduceus or Alcoholics Anonymous or Narcotics Anonymous on a regular basis and shall attend a minimum of five (5) such meetings each week, and Dr. Freed shall keep a log of his attendance at such meetings for the three (3) year period this Agreement is in effect, which log shall be maintained in a handheld, pocket sized, spiral daily planner notebook, and shall be reviewed periodically by his supervising physician and may be reviewed at the pleasure of the Board at any time.

D. Dr. Freed shall seek and maintain a sponsor in Alcoholics Anonymous, Narcotics Anonymous or Caduceus who will be permitted to review his log and

who will meet with Dr. Freed regularly at least once every thirty (30) days, and said sponsor shall file written reports with the Board every sixty (60) days, beginning April 1, 2000, confirming Dr. Freed's required attendance at Caduceus, Narcotics Anonymous or Alcoholics Anonymous meetings and at meetings with his sponsor.

E. Dr. Freed shall, at his own expense, submit to unlimited, random and unannounced testing of breath alcohol and/or bodily fluids carried out in a manner directed and approved by the Board and upon demand of the Board at any time, and the approved supervising physician shall be responsible for the forwarding and submission of all such tests to the Board. For a ^{two} ~~one~~ year ^{ROW} period, until February 1, ²⁰⁰² ~~2001~~, Dr. Freed's work ^{ROW} schedule shall be limited to no more than forty (40) hours each week, which forty (40) hours include all "on call" and administrative time.

F. Dr. Freed may not ingest poppy seeds.

G. Dr. Freed shall adhere to the provisions of any current continuing care contract with the William J. Farley Center.

H. Within five (5) days of the entry of this Agreement, Dr. Freed shall present a copy of this Agreement to any employer or health care or medical facility where Dr. Freed is practicing medicine, and during the three (3) years that this Agreement is in effect, Dr. Freed shall present a copy of this Agreement to any employer or health care facility where he practices medicine or seeks to practice medicine, and within five (5) days of the entry of this Agreement, Dr. Freed shall also present a copy of this Agreement to his approved supervising physician and his Alcoholics Anonymous, Narcotics Anonymous and/or Caduceus sponsor in order that they each fully understand their responsibilities as outlined herein.

I. Dr. Freed shall meet with the Licensure Committee at its regular meeting in January, ²⁰⁰²~~2001~~, for a full discussion of his health and well being, and after such meeting, in the Board's discretion, this Agreement may be modified by the Board.

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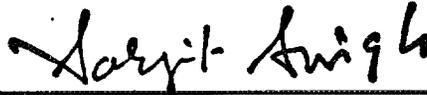
J. The Board approved supervising physician and the Caduceus, Narcotics Anonymous or Alcoholics Anonymous sponsor shall confirm in writing no later than February 15, 2000, that they have each received a

copy of this Agreement and fully understand their responsibilities as outlined herein.

The failure of Dr. Freed to comply with the terms of this Agreement, as determined by the Board, shall constitute grounds for and shall result in the institution of disciplinary proceedings against his license to practice medicine in the State of West Virginia.

Entered this 1st day of February, 2000.

WEST VIRGINIA BOARD OF MEDICINE



Sarjit Singh, M.D.,
President



Henry G. Taylor, M.D., M.P.H.,
Secretary



John Douglas Freed, M.D.

Jan 28, 2000
Date

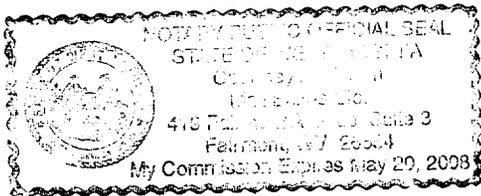
STATE OF West Virginia

COUNTY OF Marion, to-wit:

I, Courtney Kucish, a Notary Public for said county and state do hereby certify that John Douglas Freed, M.D, whose name is signed on the previous page, has this day acknowledged the same before me.

Given under my hand this 28th day of January, 2000.

My commission expires May 20, 2008.



Courtney Kucish
NOTARY PUBLIC