

FEB 02 2004

**STATE OF OHIO
THE STATE MEDICAL BOARD
SURRENDER OF CERTIFICATE
TO PRACTICE MEDICINE AND SURGERY**

I, Michael W. Kessler, M.D., am aware of my rights to representation by counsel, the right of being formally charged and having a formal adjudicative hearing, and do hereby freely execute this document and choose to take the actions described herein.

I, Michael W. Kessler, M.D., do hereby voluntarily, knowingly, and intelligently surrender my certificate to practice medicine and surgery, #35-042553, to the State Medical Board of Ohio, thereby relinquishing all rights to practice medicine and surgery in Ohio.

I understand that as a result of the surrender herein that I am no longer permitted to practice medicine and surgery in any form or manner in the State of Ohio.

I agree that I shall be ineligible for, and shall not apply for, reinstatement of certificate to practice medicine and surgery #35-042553 or issuance of any other certificate pursuant to Chapters 4730., 4731., 4760. or 4762., Ohio Revised Code, on or after the date of signing this Surrender of Certificate to Practice Medicine and Surgery. Any such attempted reapplication shall be considered null and void and shall not be processed by the Board.

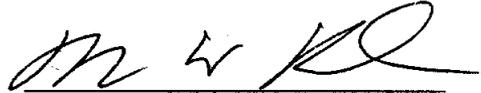
I stipulate and agree that I am taking the action described herein in lieu of continuing compliance with the terms of the Step II Consent Agreement into which I entered with the Board on February 13, 2002, a copy of which is attached hereto and incorporated herein. I am currently in compliance with the terms of that Consent Agreement.

I, Michael W. Kessler, M.D., hereby release the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

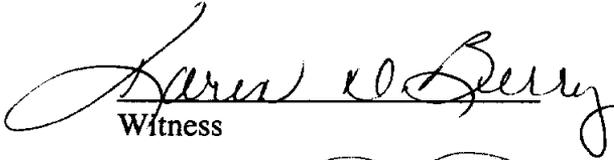
It is understood and agreed that this Surrender of Certificate to Practice Medicine and Surgery is not a disciplinary action, and will not be reported to the Federation of State Medical Boards or National Practitioner Data Bank as a disciplinary action. This Surrender of Certificate to Practice Medicine and Surgery 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 and governmental bodies. I, Michael W. Kessler, M.D., acknowledge that my social security number

will be used if this information is so reported and agree to provide my social security number to the Board for such purposes.

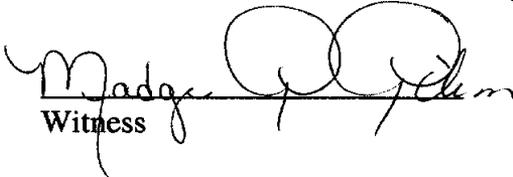
Signed this 26th day of January 2004.



Michael W. Kessler, M.D.

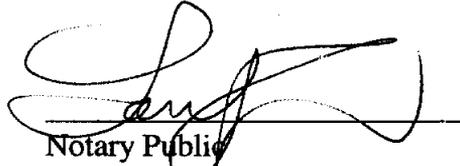


Witness



Witness

Sworn to and subscribed before me this 26th day of January, 2004.



Notary Public

LOUIS J. ESPOSITO, Notary Public
My Commission Expires Nov 22, 2005

SEAL (This form must be either witnessed OR notarized)

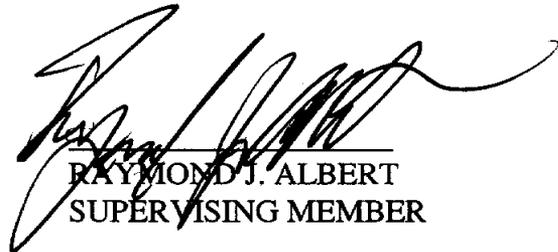
OHIO STATE MEDICAL BOARD

The State Medical Board of Ohio hereby acknowledges that Michael W. Kessler, M.D., is in compliance with the terms of the February 13, 2002, Step II Consent Agreement and accepts this surrender:

FEB 02 2004



LANCE A. TALMAGE, M.D.
SECRETARY



RAYMOND J. ALBERT
SUPERVISING MEMBER

2-10-04
DATE

2/10/04
DATE

**STEP II
CONSENT AGREEMENT
BETWEEN
MICHAEL W. KESSLER, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

STATE MEDICAL BOARD
OF OHIO

2002 FEB -U A 11: 30

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

Dr. Kessler 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 9, 2001 Step I Consent Agreement between Michael W. Kessler, M.D., and the State Medical Board of Ohio, a copy of which is attached hereto and fully incorporated herein, and 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 Consent Agreement.
- C. Dr. Kessler is applying for reinstatement of his license to practice medicine and surgery in the State of Ohio, License # 35-042553, which was suspended pursuant to the terms of the above-referenced May 2001 Step I Consent Agreement.
- D. Dr. Kessler states that he is not licensed to practice medicine and surgery in any other state or jurisdiction.

- E. Dr. Kessler admits that he has been diagnosed as chemically dependent and that his recent drugs of choice have been alcohol and Comtrex.

Dr. Kessler further admits that after entering residential treatment on March 12, 2001, at Shepherd Hill Hospital, a Board approved treatment provider in Newark, Ohio, he was discharged upon successful completion of such treatment on June 1, 2001.

Dr. Kessler states and the Board acknowledges receipt of information to support that, after being discharged from Shepherd Hill Hospital on June 1, 2001, he entered into an aftercare contract with Shepherd Hill Hospital on June 6, 2001, and an advocacy contract with the Ohio Physicians Effectiveness Program on June 1, 2001. Dr. Kessler further states that he has remained compliant with both his aftercare contract and advocacy contract.

On or about November 13, 2001, the Board received an assessment report concerning Dr. Kessler from Richard N. Whitney, M.D., of Shepherd Hill Hospital, a Board approved treatment provider. Dr. Whitney opined that Dr. Kessler "is capable of practicing medicine up to current and acceptable standards and that [Dr. Kessler] presents no threat to the public" with appropriate monitoring. On or about December 17, 2001, the Board received an assessment report concerning Dr. Kessler from Edna M. Jones, M.D., of Parkside Behavioral Healthcare, Inc., a Board approved treatment provider. Dr. Jones opined that Dr. Kessler is capable of resuming the practice of medicine, so long as certain treatment and monitoring conditions are in place.

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. Kessler to practice medicine and surgery in the State of Ohio shall be reinstated on March 1, 2002, and Dr. Kessler knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Kessler shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Kessler 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 2001 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. Kessler 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 2001 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. Kessler should leave Ohio for three continuous months, or reside or practice outside the State, Dr. Kessler 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. Kessler 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. Kessler 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. Kessler's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Kessler shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Kessler shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 8 below) any controlled substances as defined by state or federal law. In the event that the Board agrees at a future date to modify this Consent Agreement to allow Dr. Kessler to administer or personally furnish controlled substances, Dr. Kessler 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. Kessler's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Kessler shall make his patient records with regard to such

STEP II CONSENT AGREEMENT

MICHAEL W. KESSLER, M.D.

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prescribing, administering, or personally furnishing available for review by an agent of the Board upon request.

Sobriety

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

Drug and Alcohol Screens/Supervising Physician

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

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

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

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

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Kessler must immediately so notify the Board in writing. In addition, Dr. Kessler shall make arrangements acceptable to the Board for another monitoring physician within thirty days after the previously designated monitoring physician becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Kessler 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. Kessler shall undertake and maintain participation in an alcohol and drug

STEP II CONSENT AGREEMENT

MICHAEL W. KESSLER, M.D.

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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. Kessler 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. Kessler's quarterly declarations.

Aftercare

14. Dr. Kessler shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.
15. Dr. Kessler 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. Dr. Kessler 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 days of the effective date of this Consent Agreement, Dr. Kessler 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. Kessler 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.
18. Within thirty days of the effective date of this Consent Agreement, Dr. Kessler 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. Kessler further agrees to provide a copy of this Consent Agreement by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for any professional license or for reinstatement of any professional license. Further, Dr. Kessler 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. Kessler 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. Kessler has violated any term, condition or limitation of this Consent Agreement, Dr. Kessler 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. Kessler shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Kessler shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Kessler 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. Kessler 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. Kessler 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

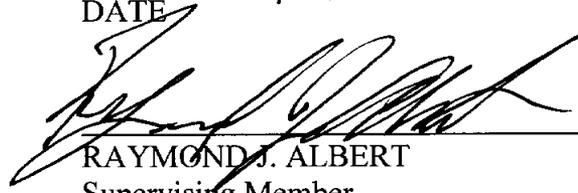
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.


MICHAEL W. KESSLER, M.D.

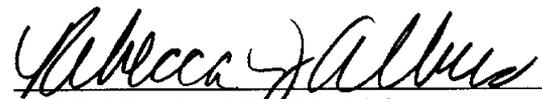

ANAND G. GARG, M.D.
Secretary

2 - 4 - 02
DATE

2/13/02
DATE


RAYMOND J. ALBERT
Supervising Member

2/13/02
DATE


REBECCA J. ALBERS, ESQ.
Assistant Attorney General

2/13/02
DATE

**STEP I
CONSENT AGREEMENT
BETWEEN
MICHAEL W. KESSLER, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

MICHAEL W. KESSLER, 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.”
- 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), 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. MICHAEL W. KESSLER, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- D. MICHAEL W. KESSLER, M.D., STATES that he is also licensed to practice medicine and surgery in the State(s) of N/A .

mk

- E. MICHAEL W. KESSLER, M.D., ADMITS that he has been diagnosed as chemically dependent and that his recent drugs of choice have been alcohol and Comtrex.

DOCTOR KESSLER further ADMITS that he was initially treated for alcohol dependence on an inpatient basis at Serenity Hall in Mansfield, Ohio, in or about 1987. DOCTOR KESSLER further ADMITS that, following a period of abuse of Demerol and Talwin, he was subsequently treated for chemical dependence at Shepherd Hill Hospital, a BOARD approved treatment provider in Newark, Ohio, from in or about February 1988 to in or about June 1988. DOCTOR KESSLER further ADMITS that he suffered a brief relapse approximately one week after completing treatment at Shepherd Hill and STATES that he thereafter maintained sobriety until in or about 1994. DOCTOR KESSLER further ADMITS that he began abusing Comtrex in or about 1994 and again abusing alcohol in or about 2000, and further ADMITS that such Comtrex and alcohol abuse continued until he entered residential treatment at Shepherd Hill Hospital on March 12, 2001. DOCTOR KESSLER further ADMITS that he remains in treatment at Shepherd Hill Hospital to date.

DOCTOR KESSLER further ADMITS that on or about April 25, 2001, he reported the above information to the BOARD.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, MICHAEL W. KESSLER, 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 KESSLER to practice medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time, but not less than six (6) months;

Sobriety

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

Releases; Quarterly Declarations and Appearances

4. DOCTOR KESSLER 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 KESSLER'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 KESSLER 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 KESSLER 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 KESSLER 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 KESSLER written notification of scheduled appearances, it is DOCTOR KESSLER'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 KESSLER shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

Drug & Alcohol Screens; Supervising Physician

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

CONDITIONS FOR REINSTATEMENT

8. The BOARD shall not consider reinstatement of DOCTOR KESSLER's certificate to practice medicine and surgery unless and until all of the following conditions are met:
 - a. DOCTOR KESSLER shall submit an application for reinstatement, accompanied by appropriate fees, if any;
 - b. DOCTOR KESSLER 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 KESSLER 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 KESSLER'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 KESSLER shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the BOARD or, if the BOARD and DOCTOR KESSLER are unable to agree on the terms of a written CONSENT AGREEMENT, then DOCTOR KESSLER 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 KESSLER'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 KESSLER has maintained sobriety.

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

REQUIRED REPORTING BY LICENSEE

10. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR KESSLER 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 KESSLER 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 KESSLER 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 CONSENT AGREEMENT, DOCTOR KESSLER 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 KESSLER 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, DOCTOR KESSLER 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

DOCTOR KESSLER 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 KESSLER 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

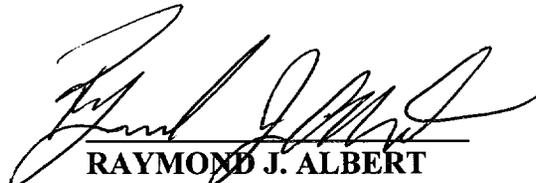
It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.


MICHAEL W. KESSLER, M.D.


ANAND G. GARG, M.D.
Secretary

5-2-01
DATE

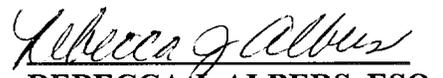
5/9/01
DATE



RAYMOND J. ALBERT
Supervising Member

5/9/01

DATE



REBECCA J. ALBERS, ESQ.
Assistant Attorney General

5/9/01

DATE

Rev. 10/99