

**STEP II
CONSENT AGREEMENT
BETWEEN
RAYMOND E. HENSHAW, II, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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STATE MEDICAL BOARD
OF OHIO

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

RAYMOND E. HENSHAW, II, 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 Sections 4731.22(B)(10) and (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 "commission of an act that constitutes a felony in this state regardless of the jurisdiction in which the act was committed," and "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 violations of Sections 4731.22(B)(10) and (26), Ohio Revised Code, as set forth in Paragraph E of the April 1999 Step I Consent Agreement between RAYMOND E. HENSHAW, II, M.D., and THE STATE MEDICAL BOARD OF OHIO, a copy of which is attached hereto and fully incorporated herein. The STATE MEDICAL BOARD OF OHIO 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. RAYMOND E. HENSHAW, II, 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 April 1999 Step I Consent Agreement.
- D. RAYMOND E. HENSHAW, II, M.D., STATES that he is also licensed to practice medicine and surgery in the states of West Virginia and Oregon.
- E. RAYMOND E. HENSHAW, II, M.D., STATES and THE STATE MEDICAL BOARD OF OHIO (hereinafter "BOARD") ACKNOWLEDGES that DOCTOR HENSHAW has complied with the reinstatement conditions set forth in his April 1999 Step I Consent Agreement, as follows:

Shepherd Hill Hospital, a BOARD approved treatment provider in Newark, Ohio, has certified that from February 15 through May 7, 1999, DOCTOR HENSHAW successfully participated in the required inpatient and extended residential treatment program at Shepherd Hill Hospital for treatment of his dependency on Lorcet, Xanax, and over-the-counter Vivarin.

Further, Frederick Karaffa, M.D., Medical Director of Shepherd Hill Hospital, has provided a report to the BOARD in which he opines that DOCTOR HENSHAW's prognosis for long-term recovery is excellent as long as DOCTOR HENSHAW continues with his recovery and monitoring program. In his report, Dr. Karaffa also opines that DOCTOR HENSHAW's history of maintaining solo practices in two cities added too much stress, and recommends that DOCTOR HENSHAW center his solo practice in one city in order to give DOCTOR HENSHAW a more reasonable schedule and to allow DOCTOR HENSHAW to participate in an on-call group.

Further, Thomas Pepper, M.D., Medical Director of Talbot Recovery Services, University Hospitals East, a BOARD approved treatment provider in Columbus, Ohio, has provided a report to the BOARD in which Dr. Pepper opines that DOCTOR HENSHAW is able to engage in the practice of medicine under the terms and conditions of a reinstatement Consent Agreement with the BOARD.

DOCTOR HENSHAW STATES that his current treatment program consists of attendance at AA and Caduceus meetings, weekly aftercare meetings at Shepherd Hill Hospital, and monitoring by the Ohio Physicians Effectiveness Program.

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 RAYMOND E. HENSHAW, II, M.D., to practice medicine and surgery in the State of Ohio shall be reinstated, and RAYMOND E. HENSHAW, II, 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 HENSHAW shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR HENSHAW 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 HENSHAW 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 HENSHAW written notification of scheduled appearances, it is DOCTOR

HENSHAW'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 HENSHAW shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

4. In the event that DOCTOR HENSHAW should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR HENSHAW 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 HENSHAW 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 HENSHAW 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 HENSHAW's personal appearance before the BOARD or its designated representative, or as otherwise directed by the BOARD;
7. DOCTOR HENSHAW shall not, without prior BOARD approval, administer, dispense, or possess (except as allowed under Paragraph 9 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 HENSHAW to administer or dispense controlled substances, DOCTOR HENSHAW 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 HENSHAW's personal appearance before the BOARD or its designated representative, or as otherwise directed by the BOARD;

Practice Restriction

8. DOCTOR HENSHAW shall refrain from self-treating and from treating family members, unless in the event of a life-threatening emergency. For purposes of this paragraph, the term "family member" is defined in Section 4731-11-08, Ohio Administrative Code.

Sobriety

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

Drug and Alcohol Screens/Supervising Physician

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

12. The BOARD retains the right to require, and DOCTOR HENSHAW agrees to submit, blood or urine specimens for analysis at DOCTOR HENSHAW's expense upon the BOARD's request and without prior notice. DOCTOR HENSHAW'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

13. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR HENSHAW shall submit for the BOARD's prior approval the name of a monitoring physician, who shall monitor DOCTOR HENSHAW and provide the BOARD with quarterly reports on the doctor's progress and status. 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 HENSHAW and who is engaged in the same or similar practice specialty. It shall be DOCTOR HENSHAW's responsibility to ensure that the monitoring physician's quarterly reports are submitted to the BOARD on a timely basis;

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, DOCTOR HENSHAW must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR HENSHAW 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 HENSHAW's quarterly declaration. It is DOCTOR HENSHAW's responsibility to ensure that reports are timely submitted;

Rehabilitation Program

14. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR HENSHAW 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 HENSHAW shall submit with each quarterly declaration required under Paragraph 2 of this CONSENT AGREEMENT acceptable documentary evidence of continuing compliance with this program;

Aftercare

15. DOCTOR HENSHAW 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 HENSHAW shall provide continuing authorization, through appropriate written consent forms, for disclosure by his 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;

Approval of Employment

17. DOCTOR HENSHAW shall obtain the approval of the BOARD for any medical practice or employment related to the health care fields. The BOARD shall consider, among other factors, DOCTOR HENSHAW's practice plan; arrangements DOCTOR HENSHAW has made for on-call

coverage of his practice; and the feasibility of restricted access to controlled substances, which will ensure the protection of the public, prior to approval or disapproval of the proposed employment;

Required Reporting by Licensee

18. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR HENSHAW 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 HENSHAW shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments;
19. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR HENSHAW 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 HENSHAW 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 HENSHAW 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

20. Any violation of Paragraph 9 or Paragraph 10 of this CONSENT AGREEMENT shall constitute grounds to revoke or permanently revoke DOCTOR HENSHAW's certificate. DOCTOR HENSHAW 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 HENSHAW's certificate based on other violations of this CONSENT AGREEMENT;
21. DOCTOR HENSHAW 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 HENSHAW 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;

22. DOCTOR HENSHAW 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 11 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,
23. DOCTOR HENSHAW AGREES that if he fails to participate in an alcohol and drug rehabilitation program at least as frequently as required by Paragraph 14 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 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 HENSHAW 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 HENSHAW has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR HENSHAW 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

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

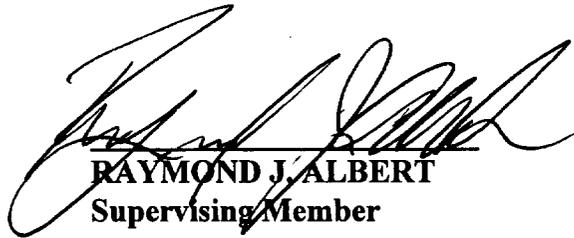
Raymond E. Henshaw II MD
RAYMOND E. HENSHAW, II, M.D.

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

29 September 1999
DATE

10/13/99
DATE


DONALD ANTRIM, Esq.
Attorney for Dr. HENSHAW


RAYMOND J. ALBERT
Supervising Member

10/6/99
DATE

10/13/99
DATE


ANNE B. STRAIT, ESQ.
Assistant Attorney General

10/13/99
DATE

STEP I
CONSENT AGREEMENT
BETWEEN
RAYMOND E. HENSHAW, II, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO

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

RAYMOND E. HENSHAW, II, 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 Sections 4731.22(B)(10) and (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 "commission of an act that constitutes a felony in this state regardless of the jurisdiction in which the act was committed," and "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 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. RAYMOND E. HENSHAW, II, M.D., is licensed to practice medicine and surgery in the State of Ohio.

- D. RAYMOND E. HENSHAW, II, M.D., STATES that he is also licensed to practice medicine and surgery in the States of West Virginia and Oregon.
- E. RAYMOND E. HENSHAW, II, M.D., ADMITS that at the end of February 1999, he entered treatment for chemical dependency at Shepherd Hill Hospital, a Board approved treatment provider in Newark, Ohio.

DOCTOR HENSHAW further ADMITS that he entered treatment at Shepherd Hill Hospital after a Board investigator interviewed him regarding numerous controlled substance prescriptions that DOCTOR HENSHAW had issued for a family member, and that had been issued by a physician colleague, at the request of DOCTOR HENSHAW, for the same family member.

DOCTOR HENSHAW further ADMITS that during the interview with the Board investigator, he stated that he was addicted to Lorcet and that he had been trying to detoxify himself from the medication.

DOCTOR HENSHAW further ADMITS that he routinely ingested quantities of Lorcet that were greater than twice the recommended daily dosage as listed in the Physicians' Desk Reference.

DOCTOR HENSHAW STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that on March 1, 1999, DOCTOR HENSHAW, through his attorney, reported his admission to Shepherd Hill Hospital for treatment of his chemical dependency.

AGREED CONDITIONS

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

Sobriety

2. DOCTOR HENSHAW 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 HENSHAW's history of chemical dependency;

3. DOCTOR HENSHAW shall abstain completely from the use of alcohol;

Releases; Quarterly Declarations and Appearances

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

Drug & Alcohol Screens; Supervising Physician

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

Rehabilitation Program

8. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR HENSHAW 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 HENSHAW shall submit with each quarterly declaration required under Paragraph 5 of this CONSENT AGREEMENT acceptable documentary evidence of continuing compliance with this program;

CONDITIONS FOR REINSTATEMENT

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

10. In the event that DOCTOR HENSHAW 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 HENSHAW's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

11. Within thirty (30) days of the effective date of this Agreement, DOCTOR HENSHAW 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 HENSHAW 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 HENSHAW shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

12. Within thirty (30) days of the effective date of this Agreement, DOCTOR HENSHAW 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 HENSHAW 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 HENSHAW 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.

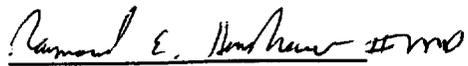
DOCTOR HENSHAW hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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

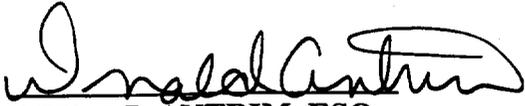
It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

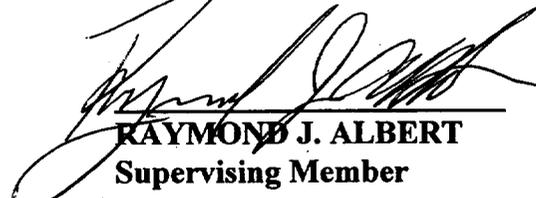

RAYMOND E. HENSHAW, II, M.D.


ANAND G. GARG, M.D.
Secretary

3 April 1999
DATE

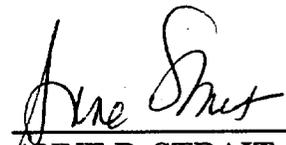
4/14/99
DATE


DONALD ANTRIM, ESQ.
Attorney for Dr. Henshaw


RAYMOND J. ALBERT
Supervising Member

April 8, 1999
DATE

4/14/99
DATE


ANNE B. STRAIT, ESQ.
Assistant Attorney General

4/14/99
DATE