

STEP II
CONSENT AGREEMENT
BETWEEN
WALTER LLOYD GEORGE, JR., M.D.
AND
THE STATE MEDICAL BOARD OF OHIO

This Consent Agreement is entered into by and between Walter Lloyd George, Jr., M.D. [Dr. George] and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. George 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), 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 violations 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;" Section 4731.22(B)(10), Ohio Revised Code, "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed;" and Section 4731.22(B)(20), Ohio Revised Code, "violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board."
- 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; Section 4731.22(B)(10), Ohio Revised Code, to wit: Section 2925.23, Illegal Processing of Drug Documents, and Section 2925.22, Deception to Obtain a Dangerous Drug; and Section 4731.22(B)(20), Ohio Revised Code, to wit: Section 4731-11-08, Ohio Administrative Code, Utilizing Controlled Substances for Self and Family Members, as these violations are set forth in Paragraphs (E) and (F) of the March 14, 2002, Step I Consent Agreement

Between Walter Lloyd George, M.D., and The State Medical Board of Ohio [March 2002 Step I Consent Agreement], a copy of which is attached hereto and fully incorporated herein, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.

- C. Dr. George is applying for reinstatement of his license to practice medicine and surgery in the State of Ohio, License 35-043159, which was suspended pursuant to the terms of the aforementioned March 2002 Step I Consent Agreement.
- D. Dr. George states that he is not licensed to practice medicine or surgery in any other state or jurisdiction.
- E. Dr. George admits that on or about January 3, 2002, after experiencing a relapse of his opioid dependence, he entered intensive out-patient treatment at Edwin Shaw Hospital for Rehabilitation, a Board approved treatment provider in Akron, Ohio. Dr. George further admits that he completed such out-patient treatment on or about January 29, 2002. Dr. George also admits that he has a history of Major Depression, and that is he under the care of a psychiatrist for the current diagnosis of dysthymia.
- F. Dr. George states, and the Board acknowledges receipt of information to support, that since completing treatment at Edwin Shaw Hospital for Rehabilitation on January 29, 2002, he has remained compliant with his recovery plan, including attending AA and/or Caduceus meetings at least three times per week and submitting to random urine screening weekly; and that he has remained complaint with the subsequent March 31, 2002, Aftercare Contract he entered into with Earthrise Recovery Services, Inc., under the supervision of Chris Adelman, M.D., of St. Vincent Charity Hospital, a Board approved treatment provider in Cleveland, Ohio. In addition, Dr. George states that since his discharge from Edwin Shaw Hospital for Rehabilitation, he has remained fully compliant with the terms of the Advocacy Contract, which he entered with the Ohio Physicians Effectiveness Program. Dr. George further admits that such contracts remains in effect.
- G. Dr. George states, and the Board acknowledges, that Robert Liebelt, M.D., of St. Thomas Hospital, a Board approved treatment provider in Akron, Ohio, and Chris Adelman, M.D., of St. Vincent Charity Hospital, a Board approved treatment provider in Cleveland, Ohio, have each provided written reports indicating that Dr. George's ability to practice medicine and surgery has been assessed and that he has been found capable of practicing medicine and surgery

according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place.

- H. Accordingly, Dr. George states and the Board acknowledges, that Dr. George has fulfilled the conditions for reinstatement of his certificate to practice medicine and surgery in the State of Ohio, as established in the aforementioned March 2002 Step I Consent Agreement.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, the certificate of Dr. George to practice medicine and surgery in the State of Ohio shall be reinstated, and Dr. George knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. George shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. George 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 March 2002 Step I Consent Agreement with the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. George 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 March 2002 Step I Consent Agreement with the Board. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.
4. In the event that Dr. George should leave Ohio for three continuous months, or reside or practice outside the State, Dr. George 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. George 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. George 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. George's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. George shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. George 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. George to administer or personally furnish controlled substances, Dr. George 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. George's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. George shall make his patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board upon request.

Sobriety

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

Drug and Alcohol Screens/Supervising Physician

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

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

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

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

Management of Depression

13. Within thirty days of the effective date of this Consent Agreement, Dr. George shall submit to the Board for its prior approval the names and qualifications of a psychiatrist and a psychological therapist or counselor of his choice for management of his depression. Upon approval by the Board, Dr. George shall undergo and continue treatment with his psychiatrist at least quarterly and with his psychological therapist or counselor at least monthly, or as otherwise directed by the Board. Dr. George shall ensure that his psychological therapist or counselor coordinates Dr. George's therapy with his treating psychiatrist at least quarterly, or as otherwise directed by the Board. Dr. George shall comply with his psychiatric and psychological treatment plans, including taking medications as prescribed and/or ordered. Dr. George shall ensure that written

reports are forwarded by his treating psychiatrist and by his psychological therapist or counselor to the Board on a quarterly basis, or as otherwise directed by the Board. The reports shall contain information describing Dr. George's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. George's compliance with his treatment plan; Dr. George's mental status; Dr. George's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. George shall ensure that his treating psychiatrist and/or psychological therapist or counselor immediately notifies the Board of his failure to comply with his treatment plan and/or any determination that Dr. George is unable to practice due to his depression and/or any other psychiatric disorder. It is Dr. George's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. George's quarterly declaration.

Rehabilitation Program

14. Within thirty days of the effective date of this Consent Agreement, Dr. George shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. George 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. George's quarterly declarations.

Aftercare

15. Dr. George shall maintain continued compliance with the terms of the aftercare contract entered into with his treatment provider and with the advocacy contract entered into with the Ohio Physicians Effectiveness Program, or, if approved in advance by the Board, another physician health program, provided that, where terms of the aftercare contract or advocacy contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.
16. Dr. George shall continue to participate in an aftercare meeting with Cynthia Downing, Ph.D., of Earthrise Recovery Services, Inc., no less than one time per week. In the event that Dr. George's designated aftercare meeting is not held in a given week, Dr. George shall participate in an additional meeting of an alcohol and drug rehabilitation program approved by the Board, as referenced in Paragraph 14. Dr. George shall submit acceptable documentary evidence of continuing compliance with

this provision, which must be received in the Board's offices no later than the due date for Dr. George's quarterly declarations.

In the event that Dr. George requests, and the Board subsequently approves, Dr. Downing to serve as Dr. George's psychologist therapist or counselor as specified in Paragraph 13 above, such individual psychological counseling shall remain a separate and distinct requirement in addition to the aftercare meetings required herein.

Work Limit Restriction

17. Dr. George shall limit his work hours to no more than 50 hours of work per week, until otherwise approved by the Board. Dr. George shall keep a log reflecting the dates, times, and facilities and/or locations at which he works. Dr. George shall submit his work log receipt in the Board's offices no later than the due date of Dr. George's quarterly declaration.

Releases

18. Dr. George 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

19. Within thirty days of the effective date of this Consent Agreement, Dr. George 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. George 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.
20. Within thirty days of the effective date of this Consent Agreement, Dr. George 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. George 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. George 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. George 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. George has violated any term, condition or limitation of this Consent Agreement, Dr. George 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. George shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. George 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. George 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. George 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. George 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.

Walter Lloyd George, Jr., M.D.
WALTER LLOYD GEORGE, JR., M.D.

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

September 6 2002
DATE

9/11/02
DATE

Robert Trattner, Esq.
ROBERT TRATTNER, ESQ.
Attorney for Dr. George

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

September 6, 2002
DATE

9/11/02
DATE

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

9/11/02
DATE

STEP I
CONSENT AGREEMENT
BETWEEN
WALTER LLOYD GEORGE, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO

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

Dr. George 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), 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 violations 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;" Section 4731.22(B)(10), Ohio Revised Code, "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed;" and Section 4731.22(B)(20), Ohio Revised Code, "violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(B)(26), Ohio Revised Code; Section 4731.22(B)(10), Ohio Revised Code, to wit: Section 2925.23, Illegal Processing of Drug Documents, and Section 2925.22, Deception to Obtain a Dangerous Drug; and Section 4731.22(B)(20), Ohio Revised Code, to wit: Section 4731-11-08, Ohio Administrative Code, Utilizing Controlled Substances for Self and Family Members, as these violations are set forth in Paragraphs (E) and (F) below. The Board 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. Such express reservation includes, but is not limited to, the right to institute formal proceedings

based upon any violations related to patient care, regardless of whether the acts underlying such additional violations are related to the violations of Section 4731.22(B)(26), (B)(20), or (B)(10), Ohio Revised Code, as are set forth in this Consent Agreement, and/or the right to institute formal proceedings for violations, including those associated with criminal charges or proceedings, related to any methods used by Dr. George to obtain controlled substances for self-use other than those specifically referenced in Paragraph (F) below.

- C. Dr. George is licensed to practice medicine and surgery in the State of Ohio, License # 35-043159.
- D. Dr. George states that he is not licensed to practice medicine and surgery in any other state or jurisdiction.
- E. Dr. George admits that he was initially treated for chemical dependence at St. Mary's Hospital in Minnesota in 1981, at that time completing an inpatient treatment program of more than 28 days. Dr George further admits that although he maintained sobriety for a period of years thereafter, he relapsed in or about mid-1990 when he again began intermittently abusing Darvon, and that he began abusing Hycodan cough medicine in or about October 2000. Dr George further admits that his abuse of Darvon and Hycodan cough medicine continued until in or about December 2001, at which time he began outpatient treatment for chemical dependence at Edwin Shaw Hospital for Rehabilitation, a Board approved treatment provider in Akron, Ohio.
- F. Dr. George admits that he obtained Darvon and Hycodan cough medicine for his own use, as described in Paragraph (E) above, by deception and illegal processing of drug documents exclusively by two methods: (1) writing medically unfounded prescriptions for controlled substances in the names of family members, enabling him to retain the controlled substance for his own use, and (2) falsely representing to other physicians that he or a family member had a medical condition that required such controlled substances and requesting a prescription for such medications, enabling him to retain the drugs for self-use. Further, Dr. George specifically denies obtaining controlled substances for self-use by any method other than the two particularly described in this paragraph, and attests that he never directly or indirectly involved patients in any of his efforts to obtain controlled substances for self-use, nor did he obtain any controlled substances by theft.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Dr. George knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. George to practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 180 days.

Sobriety

2. Dr. George shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him/her by another so authorized by law who has full knowledge of Dr. George's history of chemical dependency.
3. Dr. George shall abstain completely from the use of alcohol.

Releases; Quarterly Declarations and Appearances

4. Dr. George shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. George's chemical dependency or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. The above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. George further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.
5. Dr. George shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which this Consent Agreement becomes effective, provided that if the effective date is on or after the 16th day of the month, the first quarterly declaration must be received in the Board's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
6. Dr. George shall appear in person for an interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement. Subsequent personal appearances must occur every three

months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.

Drug & Alcohol Screens; Supervising Physician

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

Rehabilitation Program

8. Within thirty days of the effective date of this Consent Agreement, Dr. George shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. George 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. George's quarterly declarations.

CONDITIONS FOR REINSTATEMENT

9. The Board shall not consider reinstatement of Dr. George's certificate to practice medicine and surgery until all of the following conditions are met:
 - a. Dr. George shall submit an application for reinstatement, accompanied by appropriate fees, if any.
 - b. Dr. George shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
 - i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that Dr. George has successfully completed any required inpatient treatment.
 - ii. Evidence of continuing full compliance with a post-discharge aftercare contract with a treatment provider approved under Section 4731.25 of the Revised Code. Such evidence shall include, but not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with rule 4731-16-10 of the Administrative Code.
 - iii. Evidence of continuing full compliance with this Consent Agreement.
 - iv. Two written reports indicating that Dr. George'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, other than Edwin Shaw Hospital for Rehabilitation, and shall describe the basis for this determination.

- c. Dr. George shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. George are unable to agree on the terms of a written Consent Agreement, then Dr. George further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code.

Further, upon reinstatement of Dr. George's certificate to practice medicine and surgery in this state, the Board shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code. Moreover, upon termination of the consent agreement or Board Order, Dr. George shall submit to the Board for at least two years annual progress reports made under penalty of Board disciplinary action or criminal prosecution stating whether Dr. George has maintained sobriety.

10. In the event that Dr. George has not been engaged in the active practice of medicine and surgery for a period in excess of two years prior to application for reinstatement, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. George's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

11. Within thirty days of the effective date of this Consent Agreement, Dr. George 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. George further agrees to provide a copy of this Consent Agreement by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for any professional license or reinstatement of any professional license. Further, Dr. George shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
12. Within thirty days of the effective date of this Consent Agreement, Dr. George 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. George shall provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments.

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties.

FAILURE TO COMPLY

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

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. George 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.

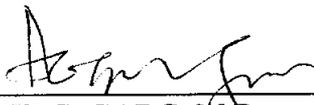
Dr. George hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

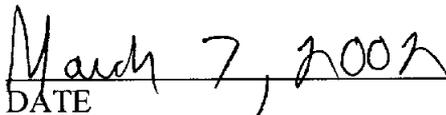
This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code, and may be reported to appropriate organizations, data banks, and governmental bodies. Dr. George agrees to provide his social security number to the Board and hereby authorizes the Board to utilize that number in conjunction with that reporting.

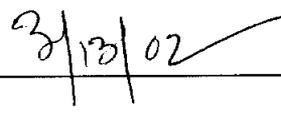
EFFECTIVE DATE

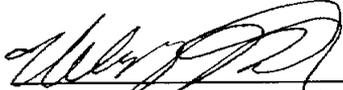
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.


WALTER LLOYD GEORGE, M.D.


ANAND G. GARG, M.D.
Secretary

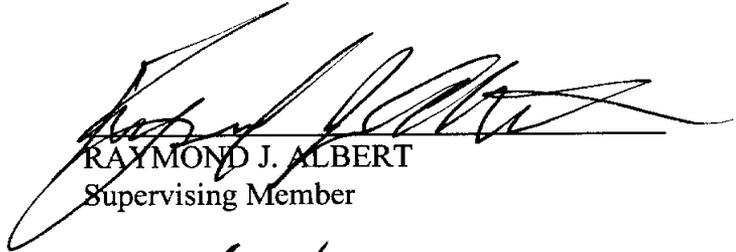

DATE


DATE



ROB TRATTNER, ESQ.
Attorney for Dr. George

March 7, 2002
DATE



RAYMOND J. ALBERT
Supervising Member

3/19/02
DATE



REBECCA J. ALBERS, ESQ.
Assistant Attorney General

3/14/02
DATE