

CONSENT AGREEMENT
BETWEEN
BENNY F. MERTENS, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO

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

BENNY F. MERTENS, M.D., enters into this 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.

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

1. THE STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22 (B), Ohio Revised Code, to limit, revoke, or 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.
2. 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) 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.
3. BENNY F. MERTENS, M.D. is licensed to practice medicine and surgery in the State of Ohio.
4. BENNY F. MERTENS, M.D. ADMITS that he did enter and received treatment for alcohol dependency at Shepherd Hill Hospital from October 28, 1985 to March 25, 1986. DOCTOR MERTENS ADMITS also that on July 15, 1987, he voluntarily admitted himself again to Shepherd Hill Hospital after a four-day relapse on alcohol, for a three or four month stay.

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

1. BENNY F. MERTENS, M.D. shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio.
2. In the event that BENNY F. MERTENS, M.D. should leave Ohio for three continuous months, or reside or practice outside the State, he must notify the BOARD in writing of the dates of departure and return. Periods of time spent outside of Ohio will not apply to the reduction of this period under the Consent Agreement.
3. BENNY F. MERTENS, M.D. shall submit quarterly declarations under penalty of perjury stating whether there has been compliance with all the conditions of this Consent Agreement.
4. DOCTOR MERTENS shall appear in person for interviews before the full BOARD or its designated representative at three month intervals, or as otherwise requested by the BOARD.

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5. DOCTOR MERTENS shall abstain completely from the personal use or possession of drugs, except those prescribed, administered, or dispensed to him by another person so authorized by law, who has full knowledge of his history of chemical dependency.
6. DOCTOR MERTENS shall abstain completely from the use of alcohol.
7. The BOARD retains the right to require DOCTOR MERTENS to submit blood or urine specimens for analysis without prior notice.
8. Within 30 days of the effective date of this Consent Agreement, DOCTOR MERTENS shall undertake and maintain participation in an alcohol and/or drug rehabilitation program, such as A.A., N.A., or Caduceus, acceptable to the BOARD no less than four (4) times per week. In the quarterly reports to the BOARD, DOCTOR MERTENS shall provide documentary evidence of continuing compliance with this program.
9. Within thirty (30) days of the effective date of this Consent Agreement, DOCTOR MERTENS shall have a supervising physician, approved by the BOARD, who shall monitor him and provide the BOARD with reports on the doctor's progress and status. DOCTOR MERTENS is to ensure that said reports are forwarded to the BOARD on a quarterly basis. In the event that the designated supervising physician becomes unable or unwilling to serve as the supervising physician, DOCTOR MERTENS must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable.
10. DOCTOR MERTENS shall provide all employers and the Chief of Staff at each hospital where he has or obtains privileges with a copy of this Consent Agreement.

The above described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties. However, this Agreement shall remain in force for a minimum of five (5) years prior to any request for termination of said Agreement.

If, in the discretion of the Secretary of the STATE MEDICAL BOARD OF OHIO, BENNY F. MERTENS, M.D., appears to have violated or breached any terms or conditions 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.

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.

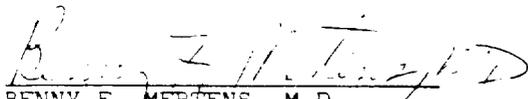
BENNY F. MERTENS, M.D. hereby releases THE STATE MEDICAL BOARD OF OHIO, its Members, Employees, Agents, Officers and Representatives jointly and severally from any and all liability arising from the within matter.

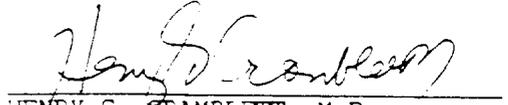
This CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code.

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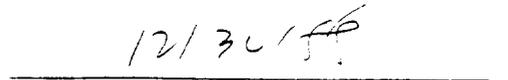
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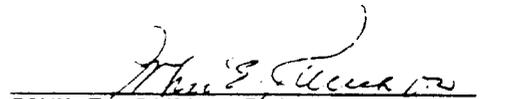
The terms and conditions of this Agreement shall become effective immediately upon the parties' signature hereto.

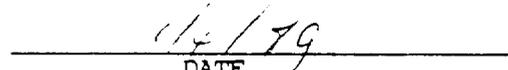

BENNY F. MERTENS, M.D.


HENRY G. CRAMBLETT, M.D.
Secretary

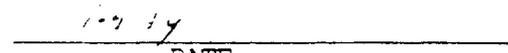

DATE


DATE


JOHN E. RAUCH, D.O.
Supervising Member


DATE


CHRISTOPHER M. CULLEY, Esquire
Assistant Attorney General


DATE