

**STEP II
CONSENT AGREEMENT
BETWEEN
JOHN R. TRUMBO, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Trumbo 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 February 14, 2001 Step I Consent Agreement between John R. Trumbo, M.D., and the State Medical Board of Ohio, 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. Trumbo is applying for reinstatement of his license to practice medicine and surgery in the State of Ohio, License # 35-050813, which was suspended pursuant to the terms of the above-referenced February 2001 Step I Consent Agreement.
- D. Dr. Trumbo states that he is not licensed to practice medicine and surgery in any other jurisdiction.

- E. Dr. Trumbo states and the Board acknowledges receipt of records stating that Dr. Trumbo was discharged from Talbott Recovery Campus, a Board-approved treatment provider in Atlanta, Georgia, on October 20, 2001, after successfully completing approximately 120 days of inpatient treatment.
- F. Dr. Trumbo further states and the Board acknowledges receipt of information indicating that Dr. Trumbo entered into an aftercare agreement with Talbott Recovery Campus on October 11, 2001, and that he has remained compliant with his aftercare agreement. Dr. Trumbo further states and the Board acknowledges receipt of information indicating that Dr. Trumbo entered into a contract with the Physician Recovery Network of the Idaho Medical Association and the Idaho State Board of Medicine ("PRN") on April 13, 2001, and a contract addendum with the PRN on November 27, 2001, and that Dr. Trumbo has remained compliant with both the contract and the contract addendum. Dr. Trumbo further states that such aftercare agreement and PRN contract remain in effect to date.
- G. Dr. Trumbo further states and the Board acknowledges that the Board has received written reports from Eric Hedberg, M.D., of Talbott Recovery Center, and from Neal Davis, BA CCDC-III-E, and Gerry A. Steiner, M.D., of Comprehensive Addiction Service Systems, a Board-approved treatment provider in Toledo, Ohio, indicating that Dr. Trumbo's ability to practice 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 requirements are in place.
- H. Dr. Trumbo states and the Board acknowledges that Dr. Trumbo has fulfilled the conditions for reinstatement of his certificate to practice medicine and surgery in the State of Ohio, as established in the above-referenced February 2001 Step I Consent Agreement between Dr. Trumbo and 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, the certificate of Dr. Trumbo to practice medicine and surgery in the State of Ohio shall be reinstated, and Dr. Trumbo knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Trumbo shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Trumbo 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 February 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. Trumbo 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 next appearance would have been scheduled pursuant to his February 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. Trumbo should leave Ohio for three continuous months, or reside or practice outside the State, Dr. Trumbo 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. Trumbo 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. Trumbo 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. Trumbo's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Trumbo shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Trumbo 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. Trumbo to administer or personally furnish controlled substances, Dr. Trumbo 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. Trumbo's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Trumbo 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. Trumbo 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. Trumbo's history of chemical dependency.
9. Dr. Trumbo shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Supervising Physician

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

11. The Board retains the right to require, and Dr. Trumbo agrees to submit, blood or urine specimens for analysis at Dr. Trumbo's expense upon the Board's request and without prior notice. Dr. Trumbo'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. Trumbo shall submit the name and curriculum vitae of a monitoring physician for prior written approval by the Secretary or Supervising Member of the Board and, unless that physician has previously been approved to serve as a monitoring physician, for prior approval by the Board via an expedited poll vote. 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. Trumbo and who is engaged in the same or similar practice specialty.

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

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Trumbo must immediately so notify the Board in writing. In addition, Dr. Trumbo shall make arrangements acceptable to the Board for another monitoring physician within sixty days after the previously designated monitoring physician becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Trumbo 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. Trumbo 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 four times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Trumbo 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. Trumbo's quarterly declarations.

Aftercare

14. Dr. Trumbo 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. Dr. Trumbo shall also maintain continued compliance with the terms of his contract with the PRN, or another impaired physicians committee approved in advance by the Board.

Medical Practice Limitations

15. Dr. Trumbo shall limit his medical practice to no more than 40 hours of work per week. Dr. Trumbo shall keep a log reflecting the dates, times, and facilities and/or locations at which he works. Such log shall be submitted with each quarterly declaration required under Paragraph 2 of this Consent Agreement;

Releases

16. Dr. Trumbo 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. Trumbo 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. Trumbo 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. Trumbo 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. Trumbo 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. Trumbo 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. Trumbo 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. Trumbo has violated any term, condition or limitation of this Consent Agreement, Dr. Trumbo 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. Trumbo shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Trumbo 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. Trumbo 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. Trumbo 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

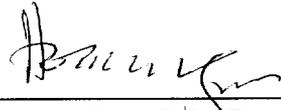
governmental bodies. Dr. Trumbo agrees to provide his social security number to the Board and hereby authorizes the Board to utilize that number in conjunction with that reporting.

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.



JOHN R. TRUMBO, M.D.



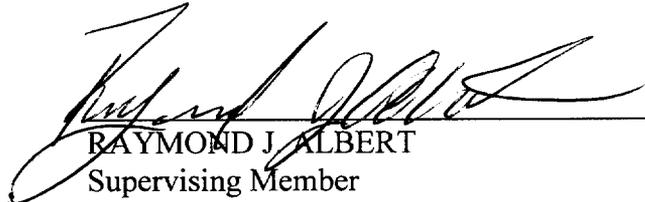
ANAND G. GARG, M.D.
Secretary

1/4/02

DATE

01/09/02

DATE



RAYMOND J. ALBERT
Supervising Member

1/9/02

DATE



REBECCA J. ALBERS
Assistant Attorney General

1/9/02

DATE

FEB 05 2001

**STEP I
CONSENT AGREEMENT
BETWEEN
JOHN ROLLA TRUMBO, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

JOHN ROLLA TRUMBO, 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. JOHN ROLLA TRUMBO, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- D. JOHN ROLLA TRUMBO, M.D., STATES that he is not licensed to practice medicine and surgery in any other jurisdiction.

- E. JOHN ROLLA TRUMBO, M.D., ADMITS that he has been diagnosed with alcoholism.

JOHN ROLLA TRUMBO, M.D., STATES that on May 19, 1997, he was apprehended for "D.U.I.," however the charges were subsequently amended to "Reckless Driving." DOCTOR TRUMBO ADMITS that he was evaluated by the 366th Medical Group (ACC) at Mountain Home Air Force Base in Idaho, and was diagnosed with alcohol abuse, DSM-IV code 305.00. DOCTOR TRUMBO further ADMITS that he spent five (5) weeks in an outpatient treatment program. Subsequently, DOCTOR TRUMBO spent six and a half (6 1/2) months in an aftercare program which he completed on January 13, 1998. DOCTOR TRUMBO further ADMITS that his clinical privileges were placed in abeyance from May 19, 1997, until his completion of alcohol awareness classes on or about July 14, 1997.

JOHN ROLLA TRUMBO, M.D., further ADMITS that on or about June 9, 2000, he called the STATE MEDICAL BOARD OF OHIO to state that he had been arrested for driving while intoxicated. DOCTOR TRUMBO further ADMITS that in a letter dated June 12, 2000, he informed the board that he was apprehended for driving under the influence on April 29, 2000, that he was convicted of such, and that he was awaiting sentence.

JOHN ROLLA TRUMBO, M.D., further ADMITS that he submitted to a chemical dependency evaluation at Lackland Air Force Base, Texas, and was diagnosed with alcohol dependence, in early full remission. In a report dated May 30, 2000, it was recommended that DOCTOR TRUMBO should completely abstain from alcohol use and that he enter into regular psychotherapy with a psychologist. It was also suggested that use of Antabuse or random screens for alcohol would also be useful in documenting his abstinence.

JOHN ROLLA TRUMBO, M.D., further ADMITS that he entered the Cleveland Clinic Foundation (CCF), a Board approved treatment provider, on June 29, 2000, and completed his twenty-eight day inpatient care on July 27, 2000. In a report dated July 28, 2000, CCF indicated that DOCTOR TRUMBO could return to work; should receive counseling at the Mental Health Clinic of Mountain Home Air Force Base; should receive supportive therapy from a psychologist at the same clinic; should attend no less than 3 A.A. meetings each week; should take Antabuse; and should attend a physician support group. DOCTOR TRUMBO further ADMITS that on July 26, 2000, he entered into a treatment contract with CCF, which included: submitting to random weekly urine screens for two years; attending three A.A. meetings each week for five years; taking Antabuse five times a week for three to six months; enrolling with the Idaho Medical

Association Impaired Physician Program; and abstaining from all mood altering chemicals.

JOHN ROLLA TRUMBO, M.D., further ADMITS that he entered into an advocacy contract with the Idaho Medical Association Physician Recovery Network (PRN) on August 21, 2000. This advocacy contract included regular attendance at a professionally facilitated monitoring/therapy meeting, counseling, and random urine toxicology testing. In a letter dated October 4, 2000, John Southworth, CADC, the PRN Coordinator, indicated that all screens through that date had been negative.

JOHN ROLLA TRUMBO, M.D., further ADMITS that on January 8, 2001, he reported to the STATE MEDICAL BOARD OF OHIO that he had relapsed and was arrested on January 4, 2001, for driving while intoxicated.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, JOHN ROLLA TRUMBO, 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 TRUMBO to practice medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time, but not less than one hundred and eighty (180) days;

Sobriety

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

Releases; Quarterly Declarations and Appearances

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

Drug & Alcohol Screens; Supervising Physician

7. DOCTOR TRUMBO shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD.

DOCTOR TRUMBO 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 TRUMBO shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR TRUMBO 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 TRUMBO. 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 TRUMBO 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 TRUMBO must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR TRUMBO 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 TRUMBO's quarterly declaration. It is DOCTOR TRUMBO's responsibility to ensure that reports are timely submitted;

CONDITIONS FOR REINSTATEMENT

8. The BOARD shall not consider reinstatement of DOCTOR TRUMBO's certificate to practice medicine and surgery unless and until all of the following conditions are met:
 - a. DOCTOR TRUMBO shall submit an application for reinstatement, accompanied by appropriate fees, if any;

- b. DOCTOR TRUMBO 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 TRUMBO has successfully completed any required inpatient treatment;

For purposes of certification, inpatient treatment shall include, but not be limited to, inpatient or residential treatment provided in conformance with paragraph (A)(13) of Rule 4731-16-08 of the Administrative Code;
 - ii. Evidence of continuing full compliance with an aftercare contract or consent agreement;
 - iii. Two written reports indicating that DOCTOR TRUMBO'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 TRUMBO shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the BOARD or, if the BOARD and DOCTOR TRUMBO are unable to agree on the terms of a written CONSENT AGREEMENT, then DOCTOR TRUMBO 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 TRUMBO'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 TRUMBO has maintained sobriety.

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

REQUIRED REPORTING BY LICENSEE

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

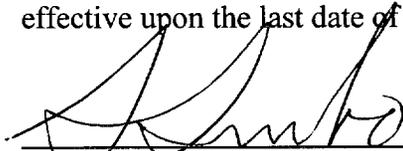
DOCTOR TRUMBO hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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.



JOHN ROLLA TRUMBO, M.D.



ANAND G. GARG, M.D. TAD
Secretary

2/2/01
DATE

2/14/01
DATE



RAYMOND J. ALBERT
Supervising Member

2/14/01
DATE


ANNE B. STRAIT, ESQ.
Assistant Attorney General

2/14/01
DATE

Rev. 10/99