

STATE MEDICAL BOARD
OF OHIO
2007 JUL -9 A 11: 52

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

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

I, Reginald O. Windom, M.D., do hereby voluntarily, knowingly, and intelligently surrender my certificate to practice medicine and surgery, License number 35.059407, to the State Medical Board of Ohio [Board], thereby relinquishing all rights to practice medicine and surgery in Ohio.

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

I agree that I shall be ineligible for, and shall not apply for, reinstatement of certificate to practice medicine and surgery License number 35.059407 or issuance of any other certificate pursuant to Chapters 4730., 4731., 4760. or 4762., Ohio Revised Code, on or after the date of signing this Surrender of Certificate to Practice Medicine and Surgery. Any such attempted reapplication shall be considered null and void and shall not be processed by the Board.

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

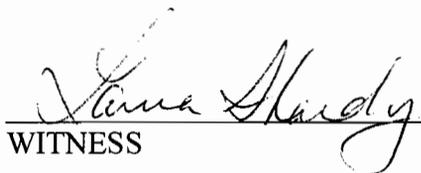
It is understood and agreed that this Surrender of Certificate to Practice Medicine and Surgery is not a disciplinary action, and will not be reported to the Federation of State Medical Boards or National Practitioner Data Bank as a disciplinary action. This Surrender of Certificate to Practice medicine and Surgery shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations and governmental bodies. I, Reginald O. Windom, M.D., acknowledge that my social security number will be used if this information is so reported and agree to provide my social security number to the Board for such purposes.

It is expressly understood that this Surrender of Certificate 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.

I stipulate and agree that I am taking the action described herein in lieu of continuing compliance with the terms of the Consent Agreement into which I entered with the Board on June 9, 1999, as amended by an Addendum on January 9, 2002, copies of which is attached hereto and incorporated herein.

Signed this 06 day of July, 2007.

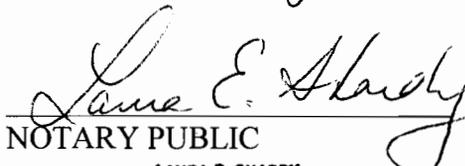

REGINALD O. WINDOM, M.D.


WITNESS


WITNESS

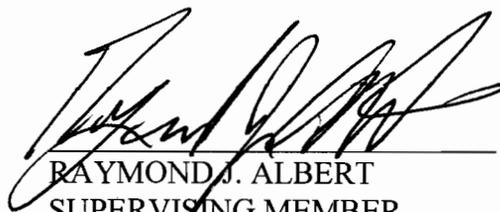
Sworn to and subscribed before me this 06 day of July, 2007.

SEAL


NOTARY PUBLIC
LAURA E. SHARDY
A Notary Public, State of Ohio
My Commission Expires: 7-5-09

(This form must be either witnessed OR notarized)


LANCE A. TALMAGE, M.D.
SECRETARY


RAYMOND J. ALBERT
SUPERVISING MEMBER

7-11-07
DATE

7/11/07
DATE

ADDENDUM
TO THE
JUNE 1999
CONSENT AGREEMENT
BETWEEN
REGINALD ODESTER WINDOM, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO

This Addendum to the June 1999 Consent Agreement between Reginald Odester Windom, M.D., and the State Medical Board of Ohio [Addendum] is entered into by and between Reginald Odester Windom, M.D., and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code. A copy of the June 1999 Consent Agreement between Reginald Odester Windom, M.D., and the State Medical Board of Ohio [Consent Agreement] is attached hereto and incorporated herein.

Dr. Windom enters into this Addendum 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 Addendum is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B)(19), 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 “[i]nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills.”
- B. The Board enters into this Addendum in lieu of formal proceedings based upon the violation of Section 4731.22(B)(19), 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 Consent Agreement.
- C. Dr. Windom’s license to practice medicine and surgery in the State of Ohio, License # 35-059407, is currently subject to the probationary terms, conditions, and limitations set forth in the Consent Agreement.

- D. Dr. Windom states that he is also licensed to practice medicine and surgery in the State(s) of NO OTHER STATE
- E. Dr. Windom admits that, as a result of his practice being monitored in accordance with paragraph 6 of the Consent Agreement, the Board was notified of concerns that his diagnosed bipolar disorder negatively affects his social skills and clinical performance. Dr. Windom further admits that such concerns were reportedly based upon observations of his interactions with patients and staff members in the clinical setting. In addition, Dr. Windom admits that, when Board representatives discussed these concerns with him, he expressed his intent to practice pathology that did not involve patient contact and his willingness to restrict his practice to types of work not involving patient contact.

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. Windom knowingly and voluntarily agrees with the Board to the following terms, conditions, and limitations:

1. In addition to Dr. Windom's certificate to practice medicine and surgery in the State of Ohio remaining subject to the **PROBATIONARY** terms, conditions, and limitations specified in the Consent Agreement for the period of time specified in the Consent Agreement, Dr. Windom's certificate to practice medicine and surgery in the State of Ohio shall be **PERMANENTLY LIMITED AND RESTRICTED** as follows:

Dr. Windom shall limit and restrict his practice of medicine and surgery in the State of Ohio to laboratory, academic, research or administrative work that does not involve patient contact. Examples of types of work that would remain permissible for Dr. Windom to undertake, so long as patient contact is not involved, include anatomic or clinical pathology, medical education or administrative medicine.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Windom appears to have violated or breached any term or condition of this Addendum or the 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 Addendum or the Consent Agreement.

If the Secretary and Supervising Member of the Board determine that there is clear and convincing evidence that Dr. Windom has violated any term, condition or limitation of this Addendum or the Consent Agreement, Dr. Windom 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

The Consent Agreement remains in full force and effect. The terms, conditions, and limitations of the Consent Agreement, including the probationary terms, conditions, and limitations referenced in paragraph 1 of this Addendum, may be amended or terminated in writing in accordance with the terms set forth in the Consent Agreement.

Dr. Windom shall not request termination or modification of the permanent limitation and restriction set forth in paragraph 1 of this Addendum.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Windom acknowledges that he has had an opportunity to ask questions concerning the terms of this Addendum and the Consent Agreement and that all questions asked have been answered in a satisfactory manner.

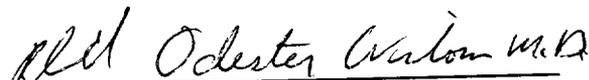
Any action initiated by the Board based on alleged violations of this Addendum or the Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

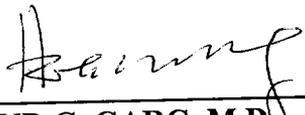
Dr. Windom hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This Addendum and the Consent Agreement shall be considered public records 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. Windom 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

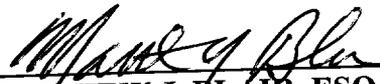
It is expressly understood that this Addendum is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.


REGINALD ODESTER WINDOM, M.D.


ANAND G. GARG, M.D.
Secretary

1/04/02
DATE

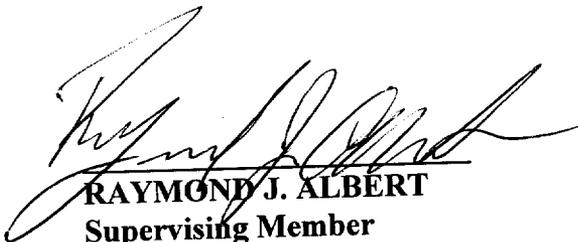
01/09/02
DATE



MATTHEW J. BLAIR, ESQ.
Attorney for Dr. Windom



DATE



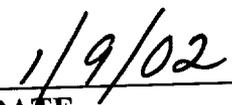
RAYMOND J. ALBERT
Supervising Member



DATE



REBECCA J. ALBERS, ESQ.
Assistant Attorney General



DATE

**CONSENT AGREEMENT
BETWEEN
REGINALD ODESTER WINDOM, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

REGINALD ODESTER WINDOM, 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)(19), 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 "inability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills."
- 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)(19), Ohio Revised Code, as set forth in Paragraphs D and 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. REGINALD ODESTER WINDOM, M.D., is licensed to practice medicine and surgery in the State of Ohio.

- D. REGINALD ODESTER WINDOM, M.D., ADMITS that he suffers from Bipolar Disorder and that his psychiatric history includes episodes of binge-eating.

DOCTOR WINDOM ADMITS that he initially exhibited symptoms of depression when he was in medical school during the time period of 1982-1986, and that he participated in counseling at the recommendation of his medical school.

DOCTOR WINDOM further ADMITS that in July 1986, he became a transitional pediatric resident at Wilson Hospital in Johnson City, New York, and that he completed ten months of his residency but left early due to personal problems.

DOCTOR WINDOM further ADMITS that in July 1988, he entered a family practice residency program at Western Reserve Care System in Youngstown, Ohio, and that in May 1989, he entered outpatient counseling with Eugene O'Brien, Ph.D., at the suggestion of Clair Reese, M.D., Director of the Family Practice Residency Program. DOCTOR WINDOM further ADMITS that he left the family practice residency program at Western Reserve Care System after completing one year.

DOCTOR WINDOM further ADMITS that he reported his history of treatment with Dr. O'Brien on his initial Ohio licensure application in June 1989. DOCTOR WINDOM further ADMITS that his explanation to the Board on his application was that he was seeing Dr. O'Brien to help resolve conflicts which he perceived as resulting from cultural differences and that he wanted to improve his interpersonal relationships.

DOCTOR WINDOM further ADMITS that in January 1992, during the time that he was in a pathology residency program in Buffalo, New York, he was placed on a leave of absence and was psychiatrically hospitalized at St. Joseph Riverside Hospital in Warren, Ohio, due to an episode of psychotic behavior in which DOCTOR WINDOM displayed agitation, hallucinations, delusions, and suicidal ideation. At the time of his hospitalization, DOCTOR WINDOM was deemed to be potentially dangerous to himself or others.

DOCTOR WINDOM further ADMITS that prior to his hospitalization in January 1992, he had suffered from symptoms of depression for several years and had exhibited suicidal behavior, but did not seek treatment because he felt that it would be detrimental to his future as a physician.

DOCTOR WINDOM further ADMITS that after his psychotic symptoms subsided, he was diagnosed as suffering from long-standing and untreated Bipolar Disorder.

DOCTOR WINDOM further ADMITS that following his discharge, he was in treatment with J.L. Alappatt, M.D., until 1993, when he returned to his residency program in Buffalo, New York, and thereafter was treated by Leland Jones, M.D., until 1996, when he returned to Ohio and resumed treatment with Dr. Alappatt.

DOCTOR WINDOM further ADMITS that his treatment records from Dr. Alappatt indicate that his Lithium levels were below therapeutic levels in August and September 1997, but that he was not seen by Dr. Alappatt.

DOCTOR WINDOM further ADMITS that, due to his relocation to Chillicothe, Ohio, he transferred psychiatrists and began treatment with Ranga Thalluri, M.D., in Waverly, Ohio, in October 1997, and that he has seen Dr. Thalluri approximately every one to two months since that time.

DOCTOR WINDOM further ADMITS that on April 23, 1998, DOCTOR WINDOM reported to Dr. Thalluri that he had independently stopped taking his Lithium on April 1, 1998, due to weight gain, and the fact that he was feeling better and would like to see how he would do without medications.

DOCTOR WINDOM further ADMITS that Dr. Thalluri advised him of the risks of discontinuing his medication and advised that he must remain on medication in order to properly treat his Bipolar Disorder. Despite Dr. Thalluri's information and instructions, DOCTOR WINDOM chose not to take the prescribed medication for his Bipolar Disorder, and did not resume taking medication until June 25, 1998, when Dr. Thalluri changed his medication from Lithium to Depakote.

DOCTOR WINDOM STATES that he has been compliant with his medications since June 1998.

DOCTOR WINDOM STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that Dr. Thalluri has submitted a letter to the Board in which he opines that DOCTOR WINDOM is stable on his current medications. Further, Dr. Thalluri recommends that DOCTOR WINDOM receive psychiatric treatment on a bi-weekly basis.

- E. DOCTOR WINDOM further ADMITS that during a period of time in 1997, he self-prescribed medications for medical diagnoses.

DOCTOR WINDOM further ADMITS that in February and March 1997, he received prescriptions for controlled substance anorectics, including Pondimin, from a physician colleague.

DOCTOR WINDOM STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that DOCTOR WINDOM has been under the medical care of Cathy Bishop, D.O., since September 1997. DOCTOR WINDOM ADMITS that his treatment records indicate that in November 1997, he was prescribed a fourteen day supply of Adipex to assist him in getting back to a normal eating pattern.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, REGINALD ODESTER WINDOM, 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 WINDOM shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR WINDOM 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 WINDOM 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 WINDOM written notification of scheduled appearances, it is DOCTOR WINDOM'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 WINDOM shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

4. In the event that DOCTOR WINDOM should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR WINDOM 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 WINDOM 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

Monitoring Physician

6. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR WINDOM shall submit for the BOARD's prior approval the name of a monitoring physician, who shall review DOCTOR WINDOM's patient charts and shall submit a written report of such review to the BOARD on a quarterly basis. Such chart review may be done on a random basis, with the frequency and number of charts reviewed to be determined by the BOARD. It shall be DOCTOR WINDOM's responsibility to ensure that the monitoring physician's quarterly reports are submitted to the BOARD on a timely basis;

Further, the monitoring physician shall otherwise monitor DOCTOR WINDOM and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR WINDOM shall ensure that such reports are forwarded to the BOARD on a quarterly basis. In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, DOCTOR WINDOM must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR WINDOM 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 WINDOM's quarterly declaration. It is DOCTOR WINDOM's responsibility to ensure that reports are timely submitted;

Psychiatric Treatment

7. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR WINDOM shall submit to the BOARD for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the BOARD, DOCTOR WINDOM shall undergo and continue psychiatric treatment bi-weekly or as otherwise directed by the BOARD, and shall submit to blood testing on a bi-weekly basis or as otherwise directed by the BOARD, for levels of any medication that is prescribed for his psychiatric disorder. The specimen for the medication levels must be obtained by or under the direction and supervision of DOCTOR WINDOM's treating psychiatrist or another physician approved in advance by the BOARD. Prior to the initiation of treatment, DOCTOR WINDOM shall provide the psychiatrist with a copy of this Consent Agreement;

Within thirty days after beginning treatment, the approved psychiatrist shall provide the BOARD with a copy of DOCTOR WINDOM's initial psychiatric treatment and medication plan. The approved psychiatrist shall also provide the BOARD with quarterly reports on DOCTOR WINDOM's status and compliance with his treatment and medication plan. The psychiatric reports shall contain information describing DOCTOR WINDOM's current treatment plan and any changes that have been made to the treatment plan since the prior report; DOCTOR WINDOM's compliance with his treatment plan; DOCTOR WINDOM's mental status; DOCTOR WINDOM's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. The approved psychiatrist shall immediately notify the BOARD of DOCTOR WINDOM's failure to comply with his psychiatric treatment plan;

DOCTOR WINDOM shall comply with his psychiatric treatment plan including taking medications as ordered and/or prescribed by his Board approved treating psychiatrist;

DOCTOR WINDOM shall ensure that all psychiatric reports are forwarded by his treating psychiatrist to the BOARD at the times designated in this Consent Agreement, or as otherwise directed by the BOARD. It is DOCTOR WINDOM's responsibility to ensure that quarterly reports are received in the BOARD's offices no later than the due date for DOCTOR WINDOM's quarterly declaration;

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

Approval of Employment/Plan of Practice

9. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR WINDOM shall submit a plan of practice for approval by the BOARD. The BOARD shall consider, among other factors, the adequacy and continuity of supervision which will ensure the protection of the public, prior to approval or disapproval of the proposed plan of practice;

Medical Treatment

10. DOCTOR WINDOM shall refrain from self-treating and shall only obtain medical treatment, including prescriptions, from a physician who is fully informed of DOCTOR WINDOM's history, except in the event of a life-threatening emergency. DOCTOR WINDOM is under a continuing duty to provide a copy of this CONSENT AGREEMENT to all treating physicians;

Releases

11. DOCTOR WINDOM shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treating psychiatrist and any treating physician to the BOARD, to 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

12. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR WINDOM 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. Further, DOCTOR WINDOM shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to provide physician services, or applies for or receives training, and the chief of staff at each hospital where he applies for or obtains privileges or appointments;
13. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR WINDOM 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 WINDOM 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 WINDOM 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

14. DOCTOR WINDOM AGREES that if any declaration or report required by this agreement is not received in the BOARD's offices on or before its due date, DOCTOR WINDOM 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.
15. DOCTOR WINDOM AGREES that if he fails to comply with his psychiatric treatment plan as required by Paragraph 7 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation. 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 WINDOM 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 Agreement.

If the Secretary and Supervising Member of the BOARD determine that there is clear and convincing evidence that DOCTOR WINDOM has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR WINDOM 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 ten (10) 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 WINDOM 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 WINDOM 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

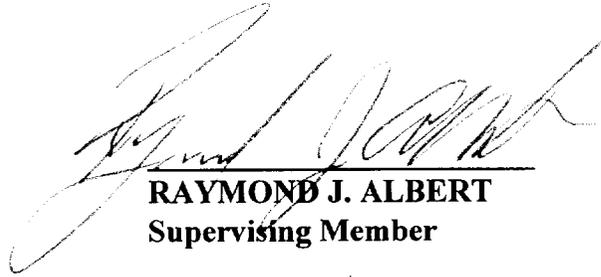
It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the Secretary and Supervising Member and that it shall become effective upon the last date of signature below.


REGINALD O. WINDOM, M.D.

5/25/99
DATE


ANAND G. GARG, M.D.
Secretary

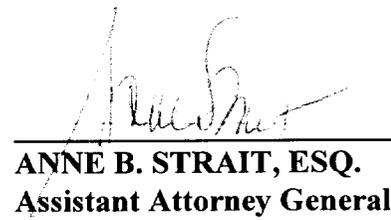
6/9/99
DATE



RAYMOND J. ALBERT
Supervising Member

6/9/99

DATE



ANNE B. STRAIT, ESQ.
Assistant Attorney General

6/9/99

DATE