

STEP II
CONSENT AGREEMENT
BETWEEN
BOYD D. CURTIS, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO

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

Dr. Curtis 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 Sections 4731.22(B)(26), (B)(10) and (B)(12), 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,” “commission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed,” or “commission of an act in the course of practice that constitutes a misdemeanor in this state, regardless of the jurisdiction in which the act was committed.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(26), (B)(10) and (B)(12), Ohio Revised Code, as set forth in Paragraph E of the September 12, 2001 Step I Consent Agreement between Boyd D. Curtis, 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. Curtis is applying for reinstatement of his license to practice medicine and surgery in the State of Ohio, License # 35-059531, which was suspended pursuant to the terms of the above-referenced September 2001 Step I Consent Agreement.

- D. Dr. Curtis states that he is not currently licensed to practice medicine and surgery in any other state.
- E. Dr. Curtis states, and the Board acknowledges receipt of records stating, that Dr. Curtis was discharged from Shepherd Hill Hospital, a Board-approved treatment provider in Newark, Ohio, on November 2, 2001, after successfully completing approximately ten weeks of inpatient treatment.
- F. Dr. Curtis further states, and the Board acknowledges receipt of information indicating that, Dr. Curtis entered into an aftercare agreement with Shepherd Hill Hospital on November 7, 2001, and that he has remained compliant with his aftercare agreement. Dr. Curtis further states, and the Board acknowledges receipt of documentation indicating, that Dr. Curtis entered into an advocacy contract with the Ohio Physicians Effectiveness Program (OPEP) on December 10, 2001, and that Dr. Curtis has remained compliant with the advocacy contract. Dr. Curtis further states that such aftercare agreement and advocacy contract remain in effect to date.
- G. Dr. Curtis further states, and the Board acknowledges, that the Board has received written reports from Richard N. Whitney, M.D., of Shepherd Hill Hospital, and from Craig T. Pratt, M.D., who was approved by the Board for performing an assessment, indicating that Dr. Curtis' 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, with continuing treatment and monitoring.
- H. Dr. Curtis states, and the Board acknowledges, receipt of information to support that Dr. Curtis 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 September 2001 Step I Consent Agreement between Dr. Curtis 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. Curtis to practice medicine and surgery in the State of Ohio shall be reinstated, and Dr. Curtis knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Curtis shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.

2. Dr. Curtis 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 September 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. Curtis 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 September 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. Curtis should leave Ohio for three continuous months, or reside or practice outside the State, Dr. Curtis 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. Curtis 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. Curtis 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. Curtis's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Curtis shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Curtis 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. Curtis to administer or personally furnish controlled substances, Dr. Curtis 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. Curtis's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Curtis 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. Curtis 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. Curtis' history of chemical dependency.
9. Dr. Curtis shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Supervising Physician

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

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

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

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

Aftercare

14. Dr. Curtis 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. Curtis shall also maintain continued compliance with the terms of his advocacy contract with the Ohio Physicians Effectiveness Program, or another impaired physicians committee approved in advance by the Board.

Releases

15. Dr. Curtis 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

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

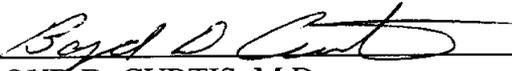
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Curtis 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. Curtis 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.

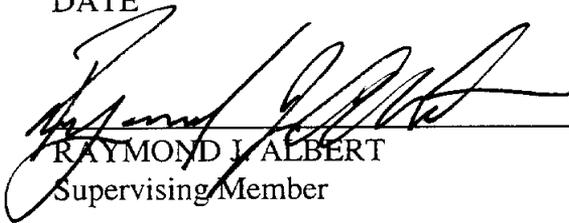

BOYD D. CURTIS, M.D.


ANAND G. GARG, M.D.
Secretary

3/12/02
DATE

3/13/02
DATE


DOUGLAS GRAFF, ESQ.
Attorney for Dr. Curtis


RAYMOND J. ALBERT
Supervising Member

3/12/02
DATE

3/13/02
DATE


REBECCA J. AYBERS, ESQ.
Assistant Attorney General

3/14/02
DATE

STATE MEDICAL BOARD
OF OHIO

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**STEP I
CONSENT AGREEMENT
BETWEEN
BOYD D. CURTIS, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

BOYD D. CURTIS, M.D., enters into this CONSENT AGREEMENT being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

This CONSENT AGREEMENT is entered into on the basis of the following stipulations, admissions and understandings:

- A. THE STATE MEDICAL BOARD OF OHIO is empowered by Sections 4731.22(B)(26), (B)(10) and (B)(12), 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," "commission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed," or "commission of an act in the course of practice that constitutes a misdemeanor in this state, regardless of the jurisdiction in which the act was committed."
- 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 the violation of Sections 4731.22(B)(10) and (B)(12), Ohio Revised Code, to wit: Section 2925.22, Deception to obtain a dangerous drug, Section 2925.23, Illegal Processing of drug documents, Section 2925.11, Possession of drugs, and Section 3719.07, Records of controlled substances, 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.

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CURTIS D. BOYD, M.D.

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- C. BOYD D. CURTIS, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- D. BOYD D. CURTIS, M.D., STATES that he is also licensed to practice medicine and surgery in the State(s) of _____.
- E. BOYD D. CURTIS, M.D., ADMITS that he initially entered treatment for chemical abuse and dependency at Shepherd Hill Hospital, a BOARD approved treatment provider, on August 27, 2001, after being notified that he was under investigation by THE STATE MEDICAL BOARD OF OHIO.

DOCTOR CURTIS STATES that he has suffered from pain in his foot due to Plantar Fasciitis and that he requested and received hydrocodone prescriptions from associates and other physicians for this reason.

DOCTOR CURTIS further ADMITS that, from in or about 1997 to 2001, he purchased more than 900 hydrocodone tablets for his own use from a pharmacy although he indicated to the pharmacy that the tablets were for purposes of dispensing to patients in his office. DOCTOR CURTIS further ADMITS that he took hydrocodone samples from his office for his personal use. DOCTOR CURTIS further ADMITS that he obtained at least 120 hydrocodone tablets by completing prescription forms, which he states were previously signed by another physician, with his name as the patient and hydrocodone as the medication, although he did not have the physician's authorization to do so.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, BOYD D. CURTIS, 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 CURTIS to practice medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time, but not less than six (6) months;

Sobriety

2. DOCTOR CURTIS shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to

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CURTIS D. BOYD, M.D.

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him by another so authorized by law who has full knowledge of DOCTOR CURTIS's history of chemical dependency;

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

Releases; Quarterly Declarations and Appearances

4. DOCTOR CURTIS 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 CURTIS'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 CURTIS 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 CURTIS 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 CURTIS 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/she is

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CURTIS D. BOYD, M.D.

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

Drug & Alcohol Screens; Supervising Physician

7. DOCTOR CURTIS shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR CURTIS 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 CURTIS shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR CURTIS 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 CURTIS. 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 CURTIS 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 CURTIS must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR CURTIS shall further ensure that the previously designated supervising physician

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CURTIS D. BOYD, M.D.
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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 CURTIS's quarterly declaration. It is DOCTOR CURTIS's responsibility to ensure that reports are timely submitted;

CONDITIONS FOR REINSTATEMENT

8. The BOARD shall not consider reinstatement of DOCTOR CURTIS's certificate to practice medicine and surgery unless and until all of the following conditions are met:
 - a. DOCTOR CURTIS shall submit an application for reinstatement, accompanied by appropriate fees, if any;
 - b. DOCTOR CURTIS 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 CURTIS has successfully completed any required inpatient treatment;
 - ii. Evidence of continuing full compliance with an aftercare contract or consent agreement;
 - iii. Two written reports indicating that DOCTOR CURTIS'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 CURTIS shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the BOARD or, if the BOARD and DOCTOR CURTIS are unable to agree on the terms of a written CONSENT

STEP I CONSENT AGREEMENT
CURTIS D. BOYD, M.D.
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AGREEMENT, then DOCTOR CURTIS 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 CURTIS'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 CURTIS has maintained sobriety.

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

REQUIRED REPORTING BY LICENSEE

10. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR CURTIS 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 CURTIS 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 CURTIS 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 CURTIS 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 CURTIS shall provide a copy of this CONSENT AGREEMENT

STEP I CONSENT AGREEMENT**CURTIS D. BOYD, M.D.****PAGE 7**

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 CURTIS 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 CURTIS 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 CURTIS 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. DOCTOR CURTIS acknowledges that his social security number will be used if this information is so reported, and DOCTOR CURTIS agrees to provide his social security number to the BOARD for such purposes.

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.

STEP I CONSENT AGREEMENT

CURTIS D. BOYD, M.D.

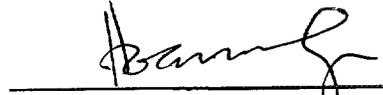
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BOYD D. CURTIS, M.D.

9/10/01
DATE


DOUGLAS GRAFF, ESQ.
Attorney for Dr. Curtis

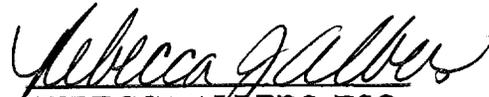
9/10/01
DATE


ANAND G. GARG, M.D.
Secretary

09/12/01
DATE


RAYMOND J. ALBERT
Supervising Member

9/12/01
DATE


REBECCA ALBERS, ESQ.
Assistant Attorney General

9/12/01
DATE