

STATE MEDICAL BOARD
OF OHIO

2011 JUN -2 AM 11: 23

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

Do not sign this agreement without reading it. An individual who permanently surrenders a certificate issued by the Board is forever thereafter ineligible to hold a certificate to practice or to apply to the Board for reinstatement of the certificate or issuance of any new certificate. You are permitted to be accompanied, represented and advised by an attorney, at your own expense, before deciding to sign this voluntary agreement.

I, Alan B. Storrow, 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, Alan B. Storrow, M.D., do hereby voluntarily, knowingly, and intelligently surrender my certificate to practice medicine and surgery, License #35.060445, to the State Medical Board of Ohio, 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 or restoration of certificate to practice medicine and surgery License #35.060445 or issuance of any other certificate pursuant to the authority of the State Medical Board of Ohio, on or after the date of signing this Permanent 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 stipulate and agree that I am taking the action described herein in lieu of continuing compliance with the terms of the Step I Consent Agreement into which I entered with the Board on March 9, 2011. I am currently in compliance with the terms of that Consent Agreement.

I, Alan B. Storrow, 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 Permanent 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

Permanent Surrender of Certificate
Alan B. Storrow, M.D.

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action. This Permanent 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, Alan B. Storrow, 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.

EFFECTIVE DATE

It is expressly understood that this Permanent 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.



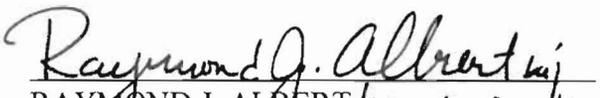
ALAN B. STORROW, M.D.



LANCE A. TALMAGE, M.D.
Secretary

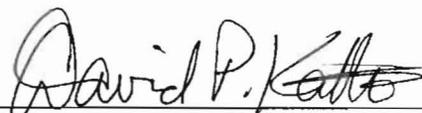
1 JUN 2011
DATE

6-9-11
DATE



RAYMOND J. ALBERT *by authorization*
Supervising Member

June 8, 2011
DATE



DAVID P. KATKO
Enforcement Attorney

06/06/11
DATE

**STEP I
CONSENT AGREEMENT
BETWEEN
ALAN B. STORROW, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Storrow enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

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

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(15), Ohio Revised Code, for a “[v]iolation of the conditions of limitation placed by the board upon a certificate to practice,” and Section 4731.22(B)(26), Ohio Revised Code, 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 Sections 4731.22(B)(15) and 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. Dr. Storrow is licensed to practice medicine and surgery in the State of Ohio, License number 35. 060445.
- D. Dr. Storrow states that he has inactive licenses to practice medicine and surgery in the States of Texas and Pennsylvania and that he does not hold a training certificate nor is he currently licensed to practice medicine or surgery in any other state or jurisdiction.

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- E. Dr. Storrow admits that, in or about October 2010 through January 2011, he relapsed by drinking a pint of vodka on two Friday evenings each in October, November and December, 2010, and one Friday evening and one Thursday evening in January 2011. Dr. Storrow further admits that he selected the above-referenced occasions for the consumption of alcohol based upon his expectation of future screening dates, as required by the Board and by his employer via the Employee Assistance Program at Vanderbilt University, in an attempt to avoid detection of positive urine drug screens. Dr. Storrow further states that he attended an inpatient evaluation at the Bradford Health Services facility [Bradford], a treatment provider located in Warrior, Alabama beginning on February 13, 2011, and that he was subsequently diagnosed with alcohol abuse and began a recommended twelve week inpatient treatment program at Bradford. Dr. Storrow further states that his 2010-2011 relapse involved only alcohol and specifically denies that any prescription medications were involved. Further, Dr. Storrow self-reported his 2010-2011 relapse to the Board by way of a letter dated February 5, 2011, and acknowledges that this is his second relapse and constitutes a violation of his May 10, 2006 Step II Consent Agreement [2006 Step II Consent Agreement] with the Board.

Previously, on or about November 11, 2002, Dr. Storrow entered into a Step I Consent Agreement [2002 Step I Consent Agreement] with the Board. In the 2002 Step I Consent Agreement, Dr. Storrow made certain admissions, including that he had self-administered injections of Demerol, morphine and lorazepam/Ativan that he obtained from biohazard waste bins and/or from an unlocked storage cabinet in the Emergency Department [ED] at the hospital connected with his employment; that he had been diagnosed with opioid and benzodiazepine dependence during an inpatient evaluation (that was required by the hospital connected with his employment) after a urine specimen that he submitted tested positive for morphine and lorazepam; and that subsequent to the required evaluation he received inpatient treatment at a Board-approved treatment provider. Dr. Storrow admits that the 2002 Step I Consent Agreement suspended his certificate to practice medicine and surgery in Ohio for an indefinite period of time, but not less than 365 days.

Dr. Storrow further admits that, on or about December 10, 2003, after fulfilling the conditions for reinstatement of his certificate, he entered into a Step II Consent Agreement [2003 Step II Consent Agreement] with the Board. Dr. Storrow further admits that the 2003 Step II Consent Agreement reinstated his certificate to practice medicine and surgery in Ohio subject to probationary terms and conditions, as set forth in the 2003 Step II Consent Agreement, for a period of at least five years.

Further Dr. Storrow admits that, on or about March 9, 2005, he entered into a Step I Consent Agreement [2005 Step I Consent Agreement] with the Board. In the 2005 Step I Consent Agreement, Dr. Storrow made certain admissions, including that he relapsed by obtaining waste morphine and/or Ativan from biohazard bins and garbage cans in the Emergency Department [ED] on or about December 26, 2004, and on or about February, 26, 2005, and that he injected said morphine and/or Ativan while on duty in the ED on

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those dates. Dr. Storrow admits that the 2005 Step I Consent Agreement suspended his certificate to practice medicine and surgery in Ohio for an indefinite period of time, but not less than 365 days.

Further, Dr. Storrow admits that, on or about May 10, 2006, after fulfilling the conditions for reinstatement of his certificate, he entered into a Step II Consent Agreement with the Board. Dr. Storrow further admits that the 2006 Step II Consent Agreement reinstated his certificate to practice medicine and surgery in Ohio subject to probationary terms and conditions, as set forth in the 2006 Step II Consent Agreement, for a period of at least five years.

Dr. Storrow states that he currently does not reside or practice in Ohio.

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

STAYED REVOCATION / SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Storrow to practice medicine and surgery in the State of Ohio shall be REVOKED; such revocation shall be STAYED, and the certificate of Dr. Storrow to practice and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time, but not less than one year.

Obey all Laws

2. Dr. Storrow shall obey all federal, state, and local laws.

Sobriety

3. Dr. Storrow shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Storrow's history of chemical dependency. Further, in the event that Dr. Storrow is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Storrow shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Storrow received; the medical purpose for which he received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to him, Dr. Storrow shall provide the Board

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with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.

4. Dr. Storrow shall abstain completely from the use of alcohol.

Absences from Ohio

5. Dr. Storrow shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the monitoring terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Storrow resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Storrow may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Storrow is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

Releases; Quarterly Declarations and Appearances

6. Dr. Storrow shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Storrow's chemical dependency or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Storrow 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.
7. Dr. Storrow shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which this Consent Agreement becomes effective, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.

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8. Dr. Storrow shall appear in person for an interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.

Drug & Alcohol Screens; Drug Testing Facility and Collection Site

9. Dr. Storrow shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Storrow 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, and shall include Dr. Storrow's drug(s) of choice.

Dr. Storrow shall abstain from the use of any substance and the consumption of poppy seeds or any other food or liquid that may produce a low level positive result in a toxicology screen. Dr. Storrow acknowledges that he understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site pursuant to the global contract between said facility and the Board, that provides for the Board to maintain ultimate control over the urine screening process and to preserve the confidentiality of all positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code, and the screening process shall require a daily call-in procedure. Further, in the event that the Board exercises its discretion, as provided in Paragraph 10 below, to approve urine screenings to be conducted at an alternative drug testing facility and/or collection site or a supervising physician, such approval shall be expressly contingent upon the Board retaining ultimate control over the urine screening process in a manner that preserves the aforementioned confidentiality of all positive screening results.

Dr. Storrow shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Storrow shall be negative, except for those substances prescribed, administered, or dispensed to him in conformance with the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

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Further, within thirty days of the effective date of this Consent Agreement, Dr. Storrow shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug testing facility and/or collection site in order to facilitate the urine screening process in the manner required by this Consent Agreement. Further, Dr. Storrow shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Storrow and the Board-approved drug testing facility and/or collection site. Dr. Storrow's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Consent Agreement.

Dr. Storrow shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; 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, Dr. Storrow and the Board-approved drug testing facility and collection site shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Storrow shall ensure that the Board-approved drug testing facility and/or collection site provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.

In the event that the Board-approved drug testing facility and/or collection site becomes unable or unwilling to serve as required by this Consent Agreement, Dr. Storrow must immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph 10 below, as soon as practicable. Dr. Storrow shall further ensure that the Board-approved drug testing facility and/or collection site also notifies the Board directly of its inability to continue to serve and the reasons therefore.

Dr. Storrow acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the Secretary and Supervising Member of the Board determine that the drug testing facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

10. Dr. Storrow and the Board agree that it is the intent of this Consent Agreement that Dr. Storrow shall submit his urine specimens to the Board-approved drug testing facility and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Storrow, as determined in the sole discretion of the Board, then subject to the following requirements, the Board may approve an alternate drug testing facility and/or

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collection site, or a supervising physician, to facilitate the urine screening process for Dr. Storrow:

- a. Within thirty days of the date upon which Dr. Storrow is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Storrow, he shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Storrow shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Storrow's residence or employment location, or to a physician who practices in the same locale as Dr. Storrow. Dr. Storrow shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; 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, Dr. Storrow acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.
- b. Dr. Storrow shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.
- c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Storrow must immediately notify the Board in writing. Dr. Storrow shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Storrow shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Storrow.
- d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Storrow's designated alternate drug testing facility and/or collection site, or any person proposed to serve as his supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the

event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

11. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Storrow's quarterly declaration. It is Dr. Storrow's responsibility to ensure that reports are timely submitted.
12. The Board retains the right to require, and Dr. Storrow agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Storrow, or for any other purpose, at Dr. Storrow's expense upon the Board's request and without prior notice. Dr. Storrow's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

Rehabilitation Program

13. Within thirty days of the effective date of this Consent Agreement, Dr. Storrow 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. Storrow shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Storrow's quarterly declarations.

14. Immediately upon completion of any required treatment for chemical dependency, Dr. Storrow shall enter into an aftercare contract with a Board-approved treatment provider and shall maintain continued compliance with the terms of said aftercare contract, provided that, where the terms of the aftercare contract conflict with the terms of this Consent Agreement, the terms of this Consent Agreement shall control.

CONDITIONS FOR REINSTATEMENT

15. The Board shall not consider reinstatement or restoration of Dr. Storrow's certificate to practice medicine and surgery until all of the following conditions are met:
 - a. Dr. Storrow shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.

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- b. Dr. Storrow shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
- i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that Dr. Storrow has successfully completed any required inpatient treatment, including at least twenty-eight days of inpatient or residential treatment for chemical abuse/dependence, as set forth in Rules 4731-16-02 and 4731-16-08, Ohio Administrative Code, completed consecutively; or alternatively, certification of equivalent treatment at a treatment provider acceptable to the state licensing board and/or physicians health program of the state in which Dr. Storrow resides or practices.
 - ii. Evidence of continuing full compliance with, or successful completion of, a post-discharge aftercare contract with a treatment provider approved under Section 4731.25 of the Revised Code. Such evidence shall include, but not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with rule 4731-16-10 of the Administrative Code.
 - iii. Evidence of continuing full compliance with this Consent Agreement.
 - iv. Two written reports indicating that Dr. Storrow'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 physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Storrow. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Storrow shall provide the evaluators with copies of patient records from any evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Storrow, and any conditions, restrictions, or limitations that should be imposed on Dr. Storrow's practice. The reports shall also describe the basis for the evaluator's determinations.

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement. Further, at the discretion of the Secretary and Supervising Member of the Board, the Board may request an updated

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assessment and report if the Secretary and Supervising Member determine that such updated assessment and report is warranted for any reason.

- v. In the event that the Board initiates future formal proceedings against Dr. Storrow, including but not limited to issuance of a Notice of Opportunity for Hearing, Dr. Storrow shall be ineligible for reinstatement until such proceedings are fully resolved by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.
- c. Dr. Storrow shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board within 180 days of the date upon which all the above-specified conditions for reinstatement or restoration have been completed or, if the Board and Dr. Storrow are unable to agree on the terms of a written Consent Agreement, then Dr. Storrow 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. The Board shall provide notice to Dr. Storrow that said hearing has been scheduled, advising Dr. Storrow of his hearing rights, and stating the date, time, and location of the hearing at which the Board will present its evidence, after which the Board will make a determination of the matter by Board Order.

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

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

REQUIRED REPORTING BY LICENSEE

- 17. Within thirty days of the effective date of this Consent Agreement, Dr. Storrow shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services (including but not limited to third party payors) or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Storrow shall promptly provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health

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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. In the event that Dr. Storrow provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Storrow shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Storrow shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

18. Within thirty days of the effective date of this Consent Agreement, Dr. Storrow shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Storrow further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which he applies for any professional license or reinstatement of any professional license. Further, Dr. Storrow shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
19. Dr. Storrow shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Storrow chemical dependency treatment or monitoring. Further, Dr. Storrow shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the

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person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

20. Dr. Storrow shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

DURATION/MODIFICATION OF TERMS

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties. In the event that the Board initiates future formal proceedings against Dr. Storrow, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

In the event that any term, limitation, or condition contained in this Consent Agreement is determined to be invalid by a court of competent jurisdiction, Dr. Storrow and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

FAILURE TO COMPLY

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

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Storrow 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. Storrow 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. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Storrow acknowledges that his social security number will be

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used if this information is so reported and 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.

Alan B Storrow MD
ALAN B. STORROW, M.D.

Lance A Talmage MD
LANCE A. TALMAGE, M.D.
Secretary

2 MAR 2011
DATE

3-9-11
DATE
Raymond J Albert
RAYMOND J. ALBERT
Supervising Member

3/9/11
DATE
David P. Katko
DAVID P. KATKO
Enforcement Attorney

03/07/11
DATE

MEDICAL BOARD

MAR 07 2011

2006 MAY -2 A 10:47

**STEP II
CONSENT AGREEMENT
BETWEEN
ALAN B. STORROW, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Storrow enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

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

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(26), Ohio Revised Code, "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice;" Section 4731.22(B)(10), Ohio Revised Code, "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed;" and Section 4731.22(B)(12), Ohio Revised Code, "[c]ommission 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" and Section 4731.22(B)(15), Ohio Revised Code, "[v]iolation of the conditions of limitation placed by the board upon a certificate to practice."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(15), 4731.22(B)(26) and 4731.22(B)(10), Ohio Revised Code, to wit Section 2925.11, Ohio Revised Code, Aggravated Possession of Drugs; Section 4731.22(B)(12), Ohio Revised Code, to wit: Section 2925.12, Ohio Revised Code, Possessing Drug Abuse Instruments, as set forth in Paragraphs E and F of the March 9, 2005 Step I Consent Agreement between Alan B. Storrow, M.D., and the Board [March 2005 Step I Consent Agreement], a copy of which is attached hereto and incorporated herein, as well as Paragraphs E, F, G and H

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, including, but not limited to, violations related to patient care, regardless of whether the acts underlying such additional violations are related to the violations set forth herein, and violations based on any methods used by Dr. Storrow to obtain mood-altering drugs or controlled substances for self-use other than those particularly described in Paragraphs E and F of the March 2005 Step I Consent Agreement.

- C. Dr. Storrow is applying for reinstatement of his license to practice medicine and surgery in the State of Ohio, License # 35-060445, which was suspended pursuant to the terms of the above-referenced March 2005 Step I Consent Agreement.
- D. Dr. Storrow states that he has no active licenses in any other State and that he has inactive licenses to practice medicine and surgery in the States of Texas and Pennsylvania.
- E. On or about November 11, 2002, Dr. Storrow entered into a Step I Consent Agreement [2002 Step I Consent Agreement] with the Board. Dr. Storrow admits that the 2002 Step I Consent Agreement suspended his certificate to practice medicine and surgery in Ohio for an indefinite period of time, but not less than 365 days. Dr. Storrow further admits that, on or about December 10, 2003, he entered into a Step II Consent Agreement [2003 Step II Consent Agreement] reinstating his certificate to practice medicine and surgery in Ohio subject to probationary terms and conditions, as set forth in the 2003 Step II Consent Agreement.
- F. Dr. Storrow admits that, on or about March 9, 2005, he entered into the March 2005 Step I Consent Agreement with the Board which, *inter alia*, suspended his certificate to practice medicine and surgery in Ohio for an indefinite period of time, but not less than 365 days, and requires twice per week random urine screenings that include specific screenings for Demerol, lorazepam/Ativan, oxycodone, Fentanyl and Versed. A copy of the March 2005 Step I Consent Agreement is attached hereto and incorporated herein.

Dr. Storrow states that, on or about October 2, 2002, he entered into an advocacy contract with what is now known as the Ohio Physicians Health Program, as amended on or about February 15, 2004, January 12, 2005 and October 15, 2005. Dr. Storrow further states that, on or about March 1, 2005, he entered into an aftercare contract with Bethesda Alcohol and Drug Treatment Program, a Board approved treatment provider in Cincinnati, Ohio. Dr. Storrow further states that, in or about January 2005, the on-site performance of his aftercare contract with Bethesda was transferred to the Tennessee State Physician Wellness Program, with Bethesda remaining as the holder and monitor of the aftercare contract. Dr. Storrow further states, and the Board acknowledges receipt of information to support, that Dr. Storrow has remained

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compliant with his aftercare contract with Bethesda continuously to date. Dr. Storrow further states that such aftercare contract remains in effect to date.

- G. Dr. Storrow states, and the Board acknowledges, that Raymond H. Hellmann III, M.D., of Bethesda, and Jess E. Tarr, M.D., of Glenbeigh Health Sources, a Board approved treatment provider in Rock Creek, Ohio, have provided written reports indicating that Dr. Storrow'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. Storrow states, and the Board acknowledges receipt of information to support, that Dr. Storrow 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 March 2005 Step I Consent Agreement.

Dr. Storrow further states that he is currently employed by the Department of Emergency Medicine at Vanderbilt University, in Nashville, Tennessee, in a non-clinical research position that does not include any patient care.

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. Storrow to practice medicine and surgery in the State of Ohio shall be reinstated, and Dr. Storrow knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

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

Dr. Storrow shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the date his quarterly declaration would have been due pursuant to his March 2005 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. Storrow shall appear in person for an interview before the full Board or its designated representative. The first such appearance shall take place on the date his appearance would have been scheduled pursuant to his March 2005 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

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missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.

4. In the event Dr. Storrow 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

5. Dr. Storrow 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. Storrow's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Storrow shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.

Dr. Storrow shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 7 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. Storrow to administer or personally furnish controlled substances, Dr. Storrow 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. Storrow's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Storrow 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.

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Sobriety

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

Drug and Alcohol Screens/Supervising Physician

9. Dr. Storrow shall submit to random urine screenings for drugs and alcohol on a twice per week basis or as otherwise directed by the Board. Dr. Storrow 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 and shall

include screenings specific for Demerol, lorazepam/Ativan, oxycodone, Fentanyl and Versed. The detection level for the initial screening for opiates or their metabolites shall be at the level of no more than 300 nanograms per milliliter.

Dr. Storrow shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

Dr. Storrow and the Board agree that the person or entity previously approved by the Board to serve as Dr. Storrow's supervising physician pursuant to the March 2005 Step I Consent Agreement is hereby approved to continue as Dr. Storrow's designated supervising physician under this Consent Agreement, unless within thirty days of the effective date of this Consent Agreement, Dr. Storrow submits to the Board for its prior approval the name and curriculum vitae of an alternative supervising physician to whom Dr. Storrow 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. Storrow. Dr. Storrow 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.

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The Board expressly reserves the right to disapprove any person or entity proposed to serve as Dr. Storrow's designated supervising physician, or to withdraw approval of any person or entity previously approved to serve as Dr. Storrow's designated supervising physician, in the event that the Secretary and Supervising Member of the Board determine that any such supervising physician has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

Dr. Storrow 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. Storrow must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Storrow 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. Storrow's quarterly declaration. It is Dr. Storrow's responsibility to ensure that reports are timely submitted.

10. The Board retains the right to require, and Dr. Storrow agrees to submit, blood or urine specimens for analysis at Dr. Storrow's expense upon the Board's request and without prior notice. Dr. Storrow'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

11. Before engaging in any medical practice, Dr. Storrow 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. Storrow and who is engaged in the same or similar practice specialty.

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

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

12. Within thirty days of the effective date of this Consent Agreement, Dr. Storrow shall undertake and maintain participation in an alcohol and drug rehabilitation program,

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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. Storrow 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. Storrow's quarterly declarations.

Aftercare

13. Dr. Storrow shall maintain continued compliance with the terms of the aftercare contract entered into with his treatment provider and with the terms of his advocacy contract entered into with the Ohio Physicians Health Program or, if approved in advance by the Board, another physician health program, provided that, where terms of the aftercare contract and/or advocacy contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Releases

14. Dr. Storrow 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.

Approval of Employment

15. Dr. Storrow shall obtain the approval of the Board for any medical practice or employment related to the health care fields that involves patient care and/or clinical practice. The Board shall consider, among other factors, the adequacy and continuity of supervision and the feasibility of restricted access to controlled substances, which will ensure the protection of the public, prior to approval or disapproval of the proposed employment.

Required Reporting by Licensee

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Within thirty days of the effective date of this Consent Agreement, Dr. Storrow 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. Storrow 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.

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17. Within thirty days of the effective date of this Consent Agreement, Dr. Storrow 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. Storrow 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. Storrow shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
18. Dr. Storrow shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Storrow chemical dependency treatment or monitoring.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Storrow 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. Storrow has violated any term, condition or limitation of this Consent Agreement, Dr. Storrow 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. Storrow shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Storrow 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. Storrow 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.

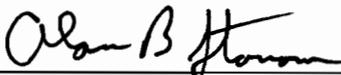
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Storrow 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. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Storrow acknowledges that his social security number will be used if this information is so reported and 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.



ALAN B. STORROW, M.D.



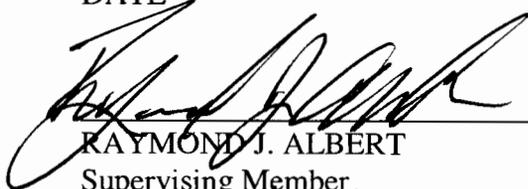
LANCE A. TALMAGE, M.D.
Secretary

5-1-2006

DATE

5-10-06

DATE



RAYMOND J. ALBERT
Supervising Member

5/10/06

DATE



DAVID P. KATKO
Enforcement Attorney

05/03/06

DATE

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OF OHIO
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MAR 09 2005

**STEP I
CONSENT AGREEMENT
BETWEEN
ALAN B. STORROW, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Storrow enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

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

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(26), Ohio Revised Code, "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice;" Section 4731.22(B)(10), Ohio Revised Code, "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed;" Section 4731.22(B)(12), Ohio Revised Code, "[c]ommission 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;" or Section 4731.22(B)(15), Ohio Revised Code, "[v]iolation of the conditions of limitation placed by the board upon a certificate to practice."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(B)(26), Ohio Revised Code; Section 4731.22(B)(10), Ohio Revised Code, to wit Section 2925.11, Ohio Revised Code, Aggravated Possession of Drugs; Section 4731.22(B)(12), Ohio Revised Code, to wit: Section 2925.12, Ohio Revised Code, Possessing Drug Abuse Instruments; and 4731.22(B)(15), Ohio Revised Code, as set forth in Paragraphs E and F below. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or

after the effective date of this Agreement, including, but not limited to, violations related to patient care, regardless of whether the acts underlying such additional violations are related to the violations set forth herein, and violations based on any methods used by Dr. Storrow to obtain mood-altering drugs or controlled substances for self-use other than those particularly described in Paragraph F below.

- C. Dr. Storrow is licensed to practice medicine and surgery in the State of Ohio, License # 35-060445.
- D. Dr. Storrow states that he has inactive licenses to practice medicine and surgery in the States of Texas and Pennsylvania and that he does not hold a training certificate nor is he currently licensed to practice medicine or surgery in any other state or jurisdiction.
- E. On or about November 11, 2002, Dr. Storrow entered into a Step I Consent Agreement [2002 Step I Consent Agreement] with the Board. In the 2002 Step I Consent Agreement, Dr. Storrow made certain admissions, including that he had self-administered injections of Demerol, morphine and lorazepam/Ativan that he obtained from biohazard waste bins and/or from an unlocked storage cabinet in the Emergency Department [ED] at the hospital connected with his employment; that he had been diagnosed with opioid and benzodiazepine dependence during an inpatient evaluation (that was required by the hospital connected with his employment) after a urine specimen that he submitted tested positive for morphine and lorazepam; and that subsequent to the required evaluation he received inpatient treatment at a Board-approved treatment provider.

Further, Dr. Storrow admits that the 2002 Step I Consent Agreement suspended his certificate to practice medicine and surgery in Ohio for an indefinite period of time, but not less than 365 days. Dr. Storrow further admits that, on or about December 10, 2003, after fulfilling the conditions for reinstatement of his certificate, he entered into a Step II Consent Agreement [2003 Step II Consent Agreement] with the Board. Dr. Storrow further admits that the 2003 Step II Consent Agreement reinstated his certificate to practice medicine and surgery in Ohio subject to probationary terms and conditions, as set forth in the 2003 Step II Consent Agreement, for a period of at least five years. Dr. Storrow further admits that the probationary terms and conditions set forth in the 2003 Step II Consent Agreement include that Dr. Storrow shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio, as set forth in paragraph 1 of the 2003 Step II Consent Agreement, and that he 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. Storrow's history of chemical dependency, as set forth in paragraph 8 of the 2003 Step II Consent Agreement. Copies of the 2002 Step I Consent Agreement and 2003 Step II Consent Agreement are attached hereto and incorporated herein.

- F. Dr. Storrow admits that, or about December 26, 2004, he obtained waste morphine from biohazard bins and garbage cans in the ED and that he injected said morphine while on duty in the ED on that date. Dr. Storrow further admits that although his employer required him on that date to submit a urine specimen for screening for drugs and alcohol, the submitted specimen tested negative. Dr. Storrow further admits that, on or about February 26, 2005, as a result of his having exhibited relapse behavior on that date, his employer again required him to submit a urine specimen for screening for drugs and alcohol; the submitted specimen tested positive for morphine. Dr. Storrow admits that, prior to submitting the required urine specimen on February 26, 2005, and while on duty in the ED on that date, he had self-injected morphine and Ativan that he had obtained from biohazard bins and garbage cans in the ED. Dr. Storrow further admits that his use of controlled substances as described in this paragraph violated Paragraph 8 of the 2003 Step II Consent Agreement and that his means of obtaining and possession of controlled substances for his own use as described in this paragraph violated Paragraph 1 of the 2003 Step II Consent Agreement.

In addition, Dr. Storrow states that he abstained from the personal use of controlled substances from his original sobriety date, April 10, 2002, until December 26, 2004, and that his use of controlled substances on and after December 26, 2004, was limited to the two instances described above. Dr. Storrow specifically denies having obtained any mood-altering drugs or controlled substances for self-use at any time and through any manner other than those described above.

Further, Dr. Storrow admits that, on or about March 4, 2005, he self-reported his relapse to the Board. In addition, Dr. Storrow states that he is currently seeking treatment from Bethesda Alcohol and Drug Treatment Program, a Board approved treatment provider in Cincinnati, Ohio.

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

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Storrow to practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 365 days.

Sobriety

2. Dr. Storrow 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. Storrow's history of chemical dependency.
3. Dr. Storrow shall abstain completely from the use of alcohol.

Releases; Quarterly Declarations and Appearances

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

Drug & Alcohol Screens; Supervising Physician

7. Dr. Storrow shall submit to random urine screenings for drugs and alcohol on a twice per week basis or as otherwise directed by the Board. Dr. Storrow 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 and shall include screenings specific for Demerol, lorazepam/Ativan, oxycodone, Fentanyl and Versed. The detection level for the initial screening for opiates or their metabolites shall be at the level of no more than 300 nanograms per milliliter.

Dr. Storrow shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

Within thirty days of the effective date of this Consent Agreement, Dr. Storrow shall submit to the Board for its prior approval the name and curriculum vitae of a supervising physician to whom Dr. Storrow 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. Storrow. Dr. Storrow 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. Storrow 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. Storrow must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Storrow 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. Storrow's quarterly declaration. It is Dr. Storrow's responsibility to ensure that reports are timely submitted.

Rehabilitation Program

8. Within thirty days of the effective date of this Consent Agreement, Dr. Storrow 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. Storrow 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. Storrow's quarterly declarations.

CONDITIONS FOR REINSTATEMENT

9. The Board shall not consider reinstatement of Dr. Storrow's certificate to practice medicine and surgery until all of the following conditions are met:
 - a. Dr. Storrow shall submit an application for reinstatement, accompanied by appropriate fees, if any.
 - b. Dr. Storrow shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
 - i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that Dr. Storrow has successfully completed any required inpatient treatment.
 - ii. Evidence of continuing full compliance with a post-discharge aftercare contract with a treatment provider approved under Section 4731.25 of the Revised Code. Such evidence shall include, but not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with rule 4731-16-10 of the Administrative Code.
 - iii. Evidence of continuing full compliance with this Consent Agreement.
 - iv. Two written reports indicating that Dr. Storrow'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 physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Storrow. Prior to the assessments, Dr. Storrow shall provide the evaluators with copies of patient records from any evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Storrow, and any conditions, restrictions, or limitations that should be imposed on Dr. Storrow's practice. The reports shall also describe the basis for the evaluator's determinations.

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement.

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

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

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

REQUIRED REPORTING BY LICENSEE

11. Within thirty days of the effective date of this Consent Agreement, Dr. Storrow 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. Storrow further agrees to provide a copy of this Consent Agreement by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for any professional license or reinstatement of any professional license. Further, Dr. Storrow shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
12. Within thirty days of the effective date of this Consent Agreement, Dr. Storrow 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. Storrow 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.

13. Dr. Storrow shall provide a copy of this Consent Agreement to all persons and entities that provide Dr Storrow chemical dependency treatment or monitoring.

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

FAILURE TO COMPLY

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

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Storrow 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. Storrow 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. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Storrow acknowledges that his social security number will be used if this information is so reported and 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.

ALAN B. STORROW, M.D.

Alan B. Storrow, MD
DATE 8 Mar 2005

LANCE A. TALMAGE, M.D.
Secretary

Lance A. Talmage MD
DATE 3-9-05

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

3/9/05
DATE

David P. Katko
DAVID P. KATKO
Enforcement Attorney

03/09/05
DATE

STATE MEDICAL BOARD **STEP II**
OF OHIO **CONSENT AGREEMENT**
BETWEEN
2004 DEC - 5 2003 (2) ALAN B. STORROW, M.D.
AND

THE STATE MEDICAL BOARD OF OHIO

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

Dr. Storrow enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

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

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(26), Ohio Revised Code, "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice;" Section 4731.22(B)(9), Ohio Revised Code, "[a] plea of guilty to, a judicial finding of guilt of, or a judicial finding of eligibility for intervention in lieu of conviction for, a felony;" Section 4731.22(B)(10), Ohio Revised Code, "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed;" Section 4731.22(B)(12), Ohio Revised Code, "[c]ommission 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;" Section 4731.22(B)(2), Ohio Revised Code, "[f]ailure to maintain minimal standards applicable to the selection or administration of drugs, or failure to employ acceptable scientific methods in the selection of drugs or other modalities for treatment of disease;" Section 4731.22(B)(6), Ohio Revised Code, "[a] departure from, or the failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established;" and Section 4731.22(B)(20), Ohio Revised Code, "violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code; Section 4731.22(B)(10), Ohio Revised Code, to wit Section 2925.11, Ohio Revised Code, Aggravated Possession of Drugs; Section 4731.22(B)(12), Ohio Revised Code, to wit:

Section 2925.12, Ohio Revised Code, Possessing Drug Abuse Instruments; Section 4731.22(B)(9), Ohio Revised Code, to wit: Section 2925.11, Ohio Revised Code, Aggravated Possession of Drugs, and Sections 4731.22(B)(2), 4731.22(B)(6) and 4731.212(B)(20), Ohio Revised Code, to wit: Rule 4731-11-02(D), Ohio Administrative Code, as set forth in Paragraphs E-G of the November 2002 Step I Consent Agreement between Alan B. Storrow, M.D., and the Board, a copy of which is attached hereto and incorporated herein. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.

- C. Dr. Storrow is applying for reinstatement of his license to practice medicine and surgery in the State of Ohio, License # 35-060445, which was suspended pursuant to the terms of the above-referenced November 2002 Step I Consent Agreement.
- D. Dr. Storrow states that he has inactive licenses to practice medicine and surgery in the States of Texas and Pennsylvania.
- E. Dr. Storrow admits that, after entering treatment at Glenbeigh Health Sources [Glenbeigh], a Board approved treatment provider in Rock Creek, Ohio, on May 13, 2002, he successfully completed twenty-eight days of in-patient treatment for opioid and benzodiazepine dependence, as well as adjustment disorder with anxious mood, and was discharged on June 10, 2002.
- F. Dr. Storrow states that following his discharge from Glenbeigh on June 10, 2002, he entered into an aftercare contract with Bethesda Hospital [Bethesda], a Board approved treatment provider in Cincinnati, Ohio, in June 2002. Dr. Storrow states, and the Board acknowledges receipt of information to support, that Dr. Storrow has remained compliant with his aftercare contract with Bethesda and with terms of the advocacy contract into which he entered with the Ohio Physicians Effectiveness Program in October 2002. Dr. Storrow further states that such aftercare and advocacy contracts remain in effect to date.
- G. Dr. Storrow states, and the Board acknowledges, that Chester Prusinski, D.O., of Glenbeigh, and Raymond Hellmann, M.D., of Bethesda, have provided written reports indicating that Dr. Storrow'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. Storrow states, and the Board acknowledges, that Dr. Storrow 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 November 2002 Step I Consent Agreement.

AGREED CONDITIONS

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

1. Dr. Storrow shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio, and all terms of probation imposed by the Hamilton County Court of Common Pleas in criminal case # B 0205735.
2. Dr. Storrow 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 November 2002 Step I Consent Agreement with the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Storrow 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 November 2002 Step I Consent Agreement with the Board. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.
4. In the event that Dr. Storrow should leave Ohio for three continuous months, or reside or practice outside the State, Dr. Storrow 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. Storrow 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. Storrow 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. Storrow's personal appearance before the Board or its designated representative, or as otherwise

directed by the Board. Further, Dr. Storrow shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.

7. Dr. Storrow 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. Storrow to administer or personally furnish controlled substances, Dr. Storrow 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. Storrow's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Storrow 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. Storrow 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. Storrow's history of chemical dependency.
9. Dr. Storrow shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Supervising Physician

10. Dr. Storrow shall submit to random urine screenings for drugs and alcohol on a twice per week basis or as otherwise directed by the Board. Dr. Storrow 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 and shall include screenings specific for Demerol, lorazepam/Ativan, oxycodone, Fentanyl and Versed. The detection level for the initial screening for opiates or their metabolites shall be at the level of no more than 300 nanograms per milliliter.

Dr. Storrow shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

Within thirty days of the effective date of this Consent Agreement, Dr. Storrow shall submit to the Board for its prior approval the name and curriculum vitae of a supervising physician to whom Dr. Storrow 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. Storrow. Dr. Storrow 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. Storrow 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. Storrow must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Storrow 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. Storrow's quarterly declaration. It is Dr. Storrow's responsibility to ensure that reports are timely submitted.

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

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

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

In addition, Dr. Storrow 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. Storrow 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. Storrow 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. Storrow 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. Storrow's quarterly declarations.

Aftercare

14. Dr. Storrow shall maintain continued compliance with the terms of the aftercare contract entered into with his treatment provider and with the terms of his advocacy contract entered into with the Ohio Physicians Effectiveness Program or, if approved in advance by the Board, another physician health program, provided that, where terms of the aftercare contract and/or advocacy contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Releases

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

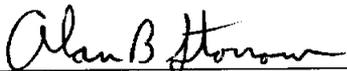
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

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

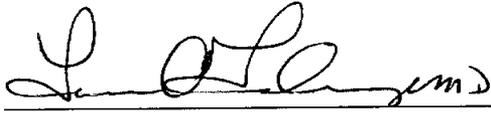
This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code, and may be reported to appropriate organizations, data banks, and governmental bodies. Dr. Storrow agrees to provide his social security number to the Board and hereby authorizes the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



ALAN B. STORROW, M.D.



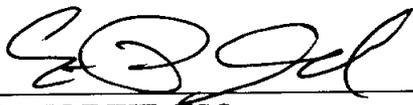
LANCE A. TALMAGE, M.D.
Secretary

3 Dec 2003

DATE

12-11-03

DATE



ERIC J. PLINKE, ESQ.
Attorney for Dr. Storrow



RAYMOND J. ALBERT
Supervising Member

Dec 5, 2003

DATE

12/9/03

DATE



DAVID P. KATKO
Enforcement Attorney

12/11/03

DATE

STEP I
CONSENT AGREEMENT
BETWEEN
ALAN B. STORROW, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO

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

Dr. Storrow enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

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

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(26), Ohio Revised Code, "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice;" Section 4731.22(B)(9), Ohio Revised Code, "[a] plea of guilty to, a judicial finding of guilt of, or a judicial finding of eligibility for intervention in lieu of conviction for, a felony;" Section 4731.22(B)(10), Ohio Revised Code, "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed;" Section 4731.22(B)(12), Ohio Revised Code, "[c]ommission 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;" Section 4731.22(B)(2), Ohio Revised Code, "[f]ailure to maintain minimal standards applicable to the selection or administration of drugs, or failure to employ acceptable scientific methods in the selection of drugs or other modalities for treatment of disease;" Section 4731.22(B)(6), Ohio Revised Code, "[a] departure from, or the failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established;" and Section 4731.22(B)(20), Ohio Revised Code, "violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board."

- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(26) and 4731.22(B)(10), Ohio Revised Code, to wit Section 2925.11, Ohio Revised Code, Aggravated Possession of Drugs, and Section 4731.22(B)(12), Ohio Revised Code, to wit: Section 2925.12, Ohio Revised Code, Possessing Drug Abuse Instruments, as set forth in Paragraph E below; and Sections 4731.22(B)(26) and 4731.22(B)(9), Ohio Revised Code, to wit: Section 2925.11, Ohio Revised Code, Aggravated Possession of Drugs, as set forth in Paragraph F below; and Sections 4731.22(B)(2), 4731.22(B)(6) and 4731.212(B)(20), Ohio Revised Code, to wit: Rule 4731-11-02(D), Ohio Administrative Code, as set forth in Paragraph G 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. Dr. Storrow is licensed to practice medicine and surgery in the State of Ohio, License # 35-060445.
- D. Dr. Storrow states that he has inactive licenses to practice medicine and surgery in the States of Texas and Pennsylvania.
- E. Dr. Storrow admits that in May 2002 he was evaluated at Shepherd Hill Hospital [Shepherd Hill], a Board approved treatment provider in Newark, Ohio, as required by hospital administration following the observation of unusual behavior on his part and a urine specimen collected on April 10, 2002, that tested positive for morphine and lorazepam. Dr. Storrow further admits that during such evaluation he was diagnosed with opioid and benzodiazepine dependence. Dr. Storrow further admits that he subsequently participated in in-patient treatment for opioid and benzodiazepine dependence, as well as adjustment disorder with anxious mood, from May 13, 2002, to June 10, 2002, at Glenbeigh Health Sources [Glenbeigh], a Board approved treatment provider in Rock Creek, Ohio. Dr. Storrow states that following his discharge from Glenbeigh, he entered into an aftercare contract with Bethesda Hospital, a Board approved treatment provider in Cincinnati, Ohio, and an advocacy contract with the Ohio Physicians Effectiveness Program.

Dr. Storrow admits that he self-reported his morphine and lorazepam use to the Board on September 18, 2002. Dr. Storrow further states that from June 2001 to April 10, 2002, he self-administered injections of opiates and benzodiazepines that he obtained from biohazard waste bins in the Emergency Department [ED] at the hospital connected with his employment. Dr. Storrow states that he obtained injectable Demerol, morphine and lorazepam/Ativan, schedule II and IV controlled substances, through this method. Further, the Board has evidence to prove that, and Dr. Storrow cannot recall whether or not, Dr. Storrow obtained through this method Fentanyl and Versed, schedule

II and IV controlled substances, and injected the same. In addition, Dr. Storrow admits that on two occasions he obtained and self-administered full vials of injectable morphine from an unlocked storage cabinet in the ED. Dr. Storrow admits that he self-administered the above injectable drugs at various times during and after his ED shifts. Dr. Storrow states that his self-administered injectable drug use increased from a once per week basis in October 2001 to twice per week by March 2002. Dr. Storrow estimates his morphine use to be from eleven to twenty occasions and his lorazepam use to be from twenty to forty occasions from June 2001 to April 2002. Dr. Storrow also admits that he ingested hydrocodone and Tylenol #3 with Codeine pills, schedule III controlled substances, taken from biohazard bins at the ED between June or July 2001 and April 2002. Dr. Storrow states that he ingested Tylenol #3 with Codeine pills on approximately four occasions from June 2001 to April 2002. Dr. Storrow further admits that a colleague also prescribed 30 triazolam pills, a schedule IV controlled substance, to Dr. Storrow on at least five occasions in 2001. Dr. Storrow states that he only ingested the triazolam for purposes of restful sleep the night before either engaging in ultra marathon training or competing in an ultra marathon. Dr. Storrow states that he destroyed the remaining triazolam pills in May 2002. Dr. Storrow specifically denies that he obtained the drugs listed in this paragraph during the time period of June 2001 to April 2002 in any other manner other than those methods listed above and he also specifically denies having obtained or used injectable cocaine from the ED.

Dr. Storrow further admits that, when confronted on several occasions by co-workers and supervisors, he denied any drug use.

- F. Dr. Storrow further admits that, on October 29, 2002, he pled guilty to a Criminal Information in the Hamilton County Court of Common Pleas involving one felony count of Aggravated Drug Possession, to wit: did knowingly possess a schedule II controlled substance, to wit: Morphine, and further that he concurrently filed a Request for Intervention in Lieu of Conviction.
- G. Dr. Storrow further admits that he prescribed triazolam, a schedule IV controlled substance, to a colleague on at least two occasions in 2001. Dr. Storrow admits that he performed no physical examination of this colleague and kept no patient record reflecting those prescriptions.

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

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Storrow to practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 365 days.

Sobriety

2. Dr. Storrow 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. Storrow's history of chemical dependency.
3. Dr. Storrow shall abstain completely from the use of alcohol.

Releases; Quarterly Declarations and Appearances

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

of this Consent Agreement. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.

Drug & Alcohol Screens; Supervising Physician

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

8. The Board retains the right to require, and Dr. Storrow agrees to submit, blood or urine specimens for analysis at Dr. Storrow's expense upon the Board's request and without prior notice. Dr. Storrow'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.

Rehabilitation Program

9. Within thirty days of the effective date of this Consent Agreement, Dr. Storrow 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. Storrow 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. Storrow's quarterly declarations.

CONDITIONS FOR REINSTATEMENT

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

- iv. Two written reports indicating that Dr. Storrow's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. These reports shall be made by individuals or providers approved by the Board under Section 4731.25, Ohio Revised Code, or otherwise approved in advance by the Board for making such Assessments. Prior to the assessments, Dr. Storrow shall provide the evaluators with copies of patient records from any evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Storrow, and any conditions, restrictions, or limitations that should be imposed on Dr. Storrow's practice. The reports shall also describe the basis for the evaluator's determinations.

All reports required pursuant to this paragraph shall be based upon evaluations occurring within the three months immediately preceding any application for reinstatement.

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

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

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

REQUIRED REPORTING BY LICENSEE

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

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

FAILURE TO COMPLY

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

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Storrow 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. Storrow 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. Storrow 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.

Alan B Storrow MD
ALAN B. STORROW, M.D.

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

10-7-02
DATE

11/19/02
DATE

Eric J. Plinke
ERIC J. PLINKE, ESQ.
Attorney for Dr. Storrow

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

10-8-02
DATE

11/19/02
DATE

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

11/20/02
DATE