

**STEP II
CONSENT AGREEMENT
BETWEEN
RICHARD GRAHAM DAY, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

2001 MAR -6 A 10: 05

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

Dr. Day 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 violations of Section 4731.22(B)(5), Ohio Revised Code, "making a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatric medicine and surgery, or a limited branch of medicine; or in securing or attempting to secure any certificate to practice or certificate of registration issued by the board," 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," and/or 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)(5), (B)(26), and (B)(20), Ohio Revised Code, as set forth in Paragraphs E, F, and 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. Day is seeking reinstatement of his certificate to practice medicine and surgery in the State of Ohio, License #35-061831, which is currently suspended pursuant to the

Step I Consent Agreement Between Richard Graham Day, M.D., and the State Medical Board of Ohio, effective July 13, 2005 [July 2005 Step I Consent Agreement].

- D. Dr. Day states that he is not licensed to practice medicine and surgery in any other state or jurisdiction.
- E. Dr. Day admits that on or about July 20, 2005, he entered treatment for his alcohol and chemical substance dependence at Shepherd Hill, a Board-approved treatment provider in Newark, Ohio. Dr. Day admits that he completed over 28 days of inpatient treatment and was discharged from Shepherd Hill, treatment complete, on or about September 30, 2005. Dr. Day further admits that he undertook such treatment after experiencing a second relapse that began in or about January 2005, during which he abused alcohol, lorazepam, and hydrocodone.

Dr. Day states, and the Board acknowledges receipt of information to support, that he has remained in compliance with the aftercare contract that he entered into with Shepherd Hill, on or about September 30, 2005, including attending and participating in at least three 12-step meetings per week, attending the local Caduceus meeting weekly, and submitting to weekly random urine screens. Dr. Day further admits that on or about October 5, 2005, he entered into a monitoring agreement (advocacy contract) with Ohio Physicians Health Program. Dr. Day states that both his aftercare contract and advocacy contract remain in effect to date.

Further, Dr. Day states, and the Board acknowledges receipt of information to support, that Richard N. Whitney, M.D., Medical Director at Shepherd Hill, a Board-approved treatment provider, and James W. Keller, M.D., a physician who has been approved by the Board to perform an assessment of Dr. Day, have each provided a written report indicating that Dr. Day's ability to practice has been assessed and that he has been determined to be capable of practicing according to acceptable and prevailing standards of care, so long as certain monitoring conditions are in place. Accordingly, Dr. Day states, and the Board acknowledges receipt of information to support, that Dr. Day has substantially fulfilled the conditions for reinstatement of his certificate to practice medicine and surgery, as established in the July 2005 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. Day to practice medicine and surgery in the State of Ohio shall be reinstated, and Dr. Day knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Day shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Day 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 July 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. Day 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 July 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 missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.
4. Dr. Day 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.
5. In the event Dr. Day 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. Day 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. Day's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Day shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Day 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. Day to administer or personally furnish controlled substances, Dr. Day 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. Day's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Day 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. Day 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. Day's history of chemical dependency.
9. Dr. Day shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Supervising Physician

10. Dr. Day shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Day 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.

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

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

The Board expressly reserves the right to disapprove any person or entity proposed to serve as Dr. Day's designated supervising physician, or to withdraw

approval of any person or entity previously approved to serve as Dr. Day'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. Day 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. Day must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Day 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. Day's quarterly declaration. It is Dr. Day's responsibility to ensure that reports are timely submitted.

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

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

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

Aftercare

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

Releases

15. Dr. Day 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. Day'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. Day

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.

Required Reporting by Licensee

16. Within thirty days of the effective date of this Consent Agreement, Dr. Day 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. Day 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. Day 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. Day 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. Day 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. Day shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Day chemical dependency treatment or monitoring.

FAILURE TO COMPLY

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

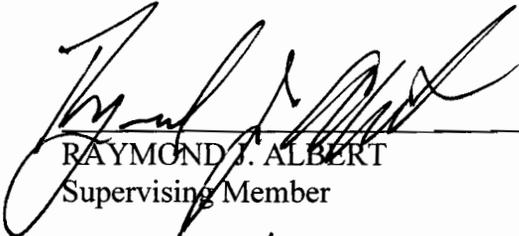
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

Richard Graham Day MD
RICHARD GRAHAM DAY, M.D.

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

3/3/2007
DATE

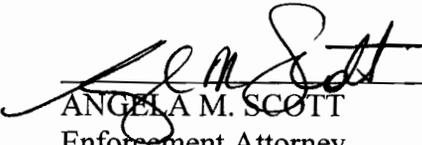
3-14-07
DATE



RAYMOND J. ALBERT
Supervising Member

3/14/07

DATE



ANGELA M. SCOTT
Enforcement Attorney

3/6/07

DATE

STEP I
CONSENT AGREEMENT
BETWEEN
RICHARD GRAHAM DAY, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO

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

Dr. Day enters into this Consent Agreement being fully informed of his/her 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 violations of Section 4731.22(B)(5), Ohio Revised Code, "making a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatric medicine and surgery, or a limited branch of medicine; or in securing or attempting to secure any certificate to practice or certificate of registration issued by the board," 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," and/or 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)(5), (B)(26), and (B)(20), Ohio Revised Code, as set forth in Paragraphs E, F, and 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. Day is licensed to practice medicine and surgery in the State of Ohio, License # 35-061831.
- D. Dr. Day states that he is not licensed to practice medicine and surgery in any other states other than Ohio.
- E. Dr. Day admits that on or about November 12, 1997, he entered into a Consent Agreement [1997 Consent Agreement] with the Board in lieu of formal disciplinary proceedings based upon his violations of Sections 4731.22(A), (B)(5), and (B)(26), Ohio Revised Code. In the 1997 Consent Agreement, a copy of which is attached hereto and fully incorporated herein, Dr. Day admitted to poly-substance dependence, including dependence on alcohol, benzodiazepine, and opioids, and to a history of substance abuse dating to at least 1984. Further, Dr. Day admitted that on or about January 10, 1994, he had initially entered treatment for poly-substance abuse at Shepherd Hill, a Board approved treatment provider in Newark, Ohio; that on or about February 21, 1994, he was discharged from Shepherd Hill residential treatment to the Central Ohio Recovery Residence of Shepherd Hill [Recovery Residence]; and that a few days later he had left the Recovery Residence against medical advice and relapsed shortly thereafter. Further, Dr. Day admitted that on or about September 29, 1997, he entered residential treatment for poly-substance dependence at Harding Hospital in Worthington, Ohio, formerly a Board approved treatment provider; that on or about October 14, 1997, he was discharged to partial care level of treatment; on or about October 29, 1997, he was discharged to outpatient treatment; and on or about November 12, 1997, he was discharged from outpatient treatment to aftercare. Further, Dr. Day admitted that on his Board renewal applications for both the 1994 - 1996 and 1996 - 1998 biennial registration periods, he answered "No" to the query on whether, since the last renewal application, he had been addicted to or dependent upon alcohol or any chemical substance, when, in fact, he had been. The 1997 Consent Agreement suspended Dr. Day's certificate to practice medicine and surgery for an indefinite period of time, but not less than three months, and included conditions for reinstatement.

Further, Dr. Day admits that on or about April 9, 1998, he entered into a Step II Consent Agreement with the Board, a copy of which is attached hereto and fully incorporated herein, by which Dr. Day's license to practice medicine and surgery was reinstated and he was placed on probation for a minimum of five years.

Further, Dr. Day admits that on or about March 10, 1999, the Board entered an Order based upon Dr. Day's violations of Sections 4731.22(B)(5), (B)(12), (B)(14), and (B)(15), Ohio Revised Code, which Order suspended his certificate to practice medicine and surgery for a period of ninety days, with all probationary terms, conditions, and limitations imposed by the Step II Consent Agreement to continue to apply during and after the suspension period. A copy of the Order is attached hereto and fully incorporated herein.

Further, Dr. Day admits that on or about April 2, 2003, he entered into a Consent Agreement [2003 Consent Agreement] with the Board in lieu of formal proceedings based upon his violation of Sections 4731.22(B)(5) and (B)(15), Ohio Revised Code. In the 2003 Consent Agreement, a copy of which is attached hereto and fully incorporated herein, Dr. Day admitted that he had made anonymous telephone calls to the local medical practice of another physician, and that he had denied such activity to his Board-approved monitoring physician until presented with evidence to the contrary. In the 2003 Consent Agreement, the Board reprimanded Dr. Day and continued the probationary terms, conditions and limitations of the Board's 1999 Order, with certain modifications. Further, Dr. Day admits that on April 14, 2004, the Board released him from the terms of the 2003 Consent Agreement.

- F. Dr. Day admits that in or about January 2005, he relapsed, initially by drinking multiple beers in the evening two or three times a week, and by April 2005, drinking beer and/or shots of whiskey and/or tequila in the evening two or three times a week. Further, Dr. Day admits that in approximately early April 2005, he started self-medicating with one tablet of Lorazepam, 1 mg, at night to taper off and stop the alcohol consumption, and he also occasionally took hydrocodone. Further, Dr. Day admits that he obtained the Lorazepam and hydrocodone from supplies he ordered for his medical practice, he stored the Lorazepam and hydrocodone at his residence, and he personally consumed the majority of the Lorazepam so ordered for his medical practice. Further, Dr. Day admits that he last took Lorazepam on July 6, 2005, and states that his last alcohol consumption was in approximately May 2005.

Further, Dr. Day admits that he failed to self-report his relapse to the Board as required by Rule 4731-15-01(A)(5), Ohio Administrative Code.

- G. Dr. Day admits that on his renewal application for the 2005 - 2007 biennial registration period, he answered "No" to question 6, which asks whether since signing the last renewal application he had been addicted to or dependent upon alcohol or any chemical substance and directs a "Yes" answer if he had ever relapsed. Further, Dr. Day admits that he signed the application on or about March 11, 2005, after he had relapsed in or about January 2005, as described in Paragraph E above.

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

SUSPENSION OF CERTIFICATE

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

Sobriety

2. Dr. Day shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him/her by another so authorized by law who has full knowledge of Dr. Day's history of chemical dependency.
3. Dr. Day shall abstain completely from the use of alcohol.

Releases; Quarterly Declarations and Appearances

4. Dr. Day 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. Day'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. Day 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. Day 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. Day 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. Day shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Day 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.

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

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

Rehabilitation Program

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

CONDITIONS FOR REINSTATEMENT

10. The Board shall not consider reinstatement of Dr. Day's certificate to practice medicine and surgery until all of the following conditions are met:
 - a. Dr. Day shall submit an application for reinstatement, accompanied by appropriate fees, if any.
 - b. Dr. Day 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/her 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. Day 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. Day'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. Day. Prior to the assessments, Dr. Day 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. Day, and any conditions, restrictions, or limitations that should be imposed on Dr. Day'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. Day shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Day are unable to agree on the terms of a written Consent Agreement, then Dr. Day 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. Day'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. Day 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. Day has maintained sobriety.

11. In the event that Dr. Day 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. Day's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

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

14. Dr. Day shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Day 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. Day 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. Day 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. Day 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. Day acknowledges that his/her social security number will be used if this information is so reported and agrees to provide his/her 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.

Richard Graham Day MD
RICHARD GRAHAM DAY, M.D.

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

7/12/2005
DATE

7-13-05
DATE

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

7/13/05
DATE

Sallie J. Debolt
SALLIE J. DEBOLT
Enforcement Attorney

7/12/05
DATE

**CONSENT AGREEMENT
BETWEEN RICHARD G. DAY, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between Richard G. Day, M.D., and The State Medical Board Of Ohio [Board], a state agency charged with enforcing R.C. Chapter 4731.

Dr. Day enters into this Consent Agreement being fully informed of his rights under R.C. Chapter 119., 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 R.C. 4731.22(B) 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 R.C. 4731.22(B)(5), “[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatric medicine and surgery, or a limited branch of medicine; or in securing or attempting to secure any certificate to practice or certificate of registration issued by the board,” and R.C. 4731.22(B)(15), “[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 R.C. 4731.22(B)(5) and R.C. 4731.22(B)(15), as set forth in Paragraph F. below, and expressly reserves the right to institute formal proceedings based upon any other violations of R.C. Chapter 4731., whether occurring before or after the effective date of this Agreement.
- C. Dr. Day is currently licensed to practice medicine and surgery in the State of Ohio, License No. 35-061831.
- D. Dr. Day states that he is not licensed to practice medicine and surgery in any other state.
- E. On or about November 12, 1997, the Board entered into a Consent Agreement [1997 Consent Agreement] with Dr. Day in lieu of formal disciplinary proceedings based upon his violations of R.C. 4731.22(A), (B)(5), and (B)(26). In this Consent Agreement, a copy of which is attached hereto and incorporated herein, Dr. Day admitted to poly-substance dependence, including alcohol, benzodiazepine and opioid, and to a history of substance abuse dating to at least 1984. Further, Dr. Day admitted that on his Board renewal applications for

both the 1994-1996 and 1996-1998 biennial registration periods, he answered "No" to the query on whether, since the last renewal application, he had been addicted to or dependent upon alcohol or any chemical substance. Further, Dr. Day admitted that he signed those applications certifying that the information provided was true and correct in every respect. The 1997 Consent Agreement suspended Dr. Day's certificate for an indefinite period of time, but not less than three months, and included conditions for reinstatement.

On or about April 9, 1998, the Board entered into a Consent Agreement [1998 Consent Agreement] with Dr. Day, a copy of which is attached hereto and incorporated herein, by which Dr. Day's license to practice medicine and surgery was reinstated and he was placed on probation for a minimum of five years, with probationary terms, conditions and limitations, which included random urine screens and the requirement to obtain the prior approval of the Board for any medical practice or employment related to the health care fields.

On or about March 10, 1999, the Board issued an Order suspending Dr. Day's certificate to practice medicine and surgery in Ohio for a period of ninety days with all probationary terms, conditions, and limitations, as imposed by the above 1998 Consent Agreement to continue to apply during, and after, the suspension period. The Board Order was based upon Dr. Day's violations of R.C. 4731.22(B)(5); (B)(12) to wit: falsification, in violation of R.C. 2921.12; (B)(14) to wit: falsification, in violation of R.C. 2921.13; and (B)(15). The Board Conclusions included that Dr. Day had violated conditions of limitation placed by the Board on his certificate to practice and made a false statement constituting the misdemeanor of falsification, on or about June 19, 1998, and subsequently, on or about July 7, 1998, further false statements constituting commission of a misdemeanor involving moral turpitude. A copy of the Board Order is attached hereto and incorporated herein.

- F. Dr. Day admits that, on at least two (2) occasions during the period March-April 2002, he made anonymous telephone calls to the local medical practice of another physician.

Further, Dr. Day admits that, on or about April 17, 2002, when questioned by the Board-approved monitoring physician about making these telephone calls, Dr. Day admits denying that he made those calls.

Further, Dr. Day admits that he was presented with visual evidence from a surveillance camera and a telephone monitoring system; after which he acknowledged to the Board-approved monitoring physician that he had placed the calls.

Dr. Day admits that his failure to truthfully answer the queries posed by his Board-approved monitoring physician resulted in the withdrawal of that individual from the position of Dr. Day's Board-approved monitoring physician.

Further, Dr. Day admits that, on or about April 19, 2002, in a face-to-face meeting, he personally acknowledged to the physician whose medical practice office he had called, that he had placed the anonymous telephone calls, and regretted making those calls. Dr. Day further admits he offered an apology to that physician.

Dr. Day admits the above acts constitute violations of R.C. 4731.22(B)(5) and of R.C. 4731.22(B)(15).

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

REPRIMAND

1. Richard G. Day, M.D., is REPRIMANDED.

PROBATION

2. The PROBATIONARY terms, conditions and limitations of the above referenced 1999 Board Order, which continued in application those of the 1998 Consent Agreement, shall continue in effect, as modified by motions of the Board to date, with the exception of the prior reporting obligations, as set forth in paragraph 19 and 20 thereof, which are hereby replaced by paragraphs 3 and 4 below.

Required Reporting by Licensee

3. Within thirty days of the effective date of this Consent Agreement, Dr. Day 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. Day 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.
4. Within thirty days of the effective date of this Consent Agreement, Dr. Day 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 or registration. Dr. Day 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 registration or reinstatement of any professional license or registration. Further, Dr. Day shall

provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

DURATION/MODIFICATION OF TERMS

The PROBATIONARY terms, conditions and limitations of the above referenced 1999 Board Order, which continued in application those of the 1998 Consent Agreement, shall continue in effect, as modified by motions of the Board to date, for one additional year, commencing the effective date of this Consent Agreement, prior to any request for termination of said Consent Agreement.

Otherwise, the above-described probationary terms, limitations and conditions 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. Day 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. Day has violated any term, condition or limitation of this Consent Agreement, Dr. Day 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 R.C. 4731.22(G).

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Day 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, R.C. Chapter 119.

Dr. Day 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 R.C. 149.43. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Day 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 that it shall become effective upon the last date of signature below.

Richard G. Day
Richard G. Day, M.D.

03/27/2003
DATE

SWORN TO AND SUBSCRIBED
IN MY PRESENCE THIS
27th DAY OF MARCH
2003

George D. Henderson

GEORGE D. HENDERSON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 14, 2005

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

04/02/03
DATE

Raymond J. Albert
Raymond J. Albert
Supervising Member

4/2/03
DATE

Charles A. Woodbeck
Charles A. Woodbeck
Enforcement Coordinator

4/2/03
DATE



State Medical Board of Ohio

77 S. High St., 17th Floor • Columbus, OH 43266-0315 • (614) 466-3934 • Website: www.state.oh.us/med/

March 10, 1999

Richard G. Day, M.D.
10383 Twin Oaks Drive
Cambridge, OH 43725-9274

Dear Doctor Day:

Please find enclosed certified copies of the Entry of Order; the Report and Recommendation of R. Gregory Porter, Attorney Hearing Examiner, State Medical Board of Ohio; and an excerpt of draft Minutes of the State Medical Board, meeting in regular session on March 10, 1999, including motions approving and confirming the Findings of Fact and Conclusions of the Hearing Examiner, and adopting an amended Order.

Section 119.12, Ohio Revised Code, may authorize an appeal from this Order. Such an appeal may be taken to the Franklin County Court of Common Pleas only.

Such an appeal setting forth the Order appealed from and the grounds of the appeal must be commenced by the filing of a Notice of Appeal with the State Medical Board of Ohio and the Franklin County Court of Common Pleas within fifteen (15) days after the mailing of this notice and in accordance with the requirements of Section 119.12, Ohio Revised Code.

THE STATE MEDICAL BOARD OF OHIO

Anand G. Garg, M.D.
Secretary

AGG:jam
Enclosures

CERTIFIED MAIL RECEIPT NO. Z 233 840 247
RETURN RECEIPT REQUESTED

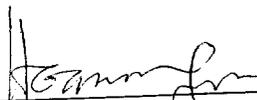
cc: Terry Tataru, Esq.
CERTIFIED MAIL RECEIPT NO. Z 233 840 248
RETURN RECEIPT REQUESTED

Mailed 3/25/99

CERTIFICATION

I hereby certify that the attached copy of the Entry of Order of the State Medical Board of Ohio; Report and Recommendation of R. Gregory Porter, State Medical Board Attorney Hearing Examiner; and excerpt of draft Minutes of the State Medical Board, meeting in regular session on March 10, 1999, including motions approving and confirming the Findings of Fact and Conclusions of the Hearing Examiner, and adopting an amended Order; constitute a true and complete copy of the Findings and Order of the State Medical Board in the Matter of Richard G. Day, M.D., as it appears in the Journal of the State Medical Board of Ohio.

This certification is made by authority of the State Medical Board of Ohio and in its behalf.



Anand G. Garg, M.D.
Secretary

(SEAL)

March 10, 1999
Date

BEFORE THE STATE MEDICAL BOARD OF OHIO

IN THE MATTER OF

*

*

RICHARD G. DAY, M.D.

*

ENTRY OF ORDER

This matter came on for consideration before the State Medical Board of Ohio on March 10, 1999.

Upon the Report and Recommendation of R. Gregory Porter, State Medical Board Attorney Hearing Examiner, designated in this Matter pursuant to R.C. 4731.23, a true copy of which Report and Recommendation is attached hereto and incorporated herein, and upon the modification, approval and confirmation by vote of the Board on the above date, the following Order is hereby entered on the Journal of the State Medical Board of Ohio for the above date.

It is hereby ORDERED that the certificate of Richard G. Day, M.D., to practice medicine and surgery in the State of Ohio shall be SUSPENDED for a period of (ninety) 90 days. Further, all probationary terms, conditions, and limitations, as imposed by the April 9, 1998, Consent Agreement between Dr. Day and the Board, shall continue to apply during, and after, the suspension period.

This Order shall become effective 30 days from the date of mailing of notification of approval by the State Medical Board of Ohio.

(SEAL)



Anand G. Garg, M.D.
Secretary

March 10, 1999
Date

99 JAN 28 PM 4:08

**REPORT AND RECOMMENDATION
IN THE MATTER OF RICHARD G. DAY, M.D.**

The Matter of Richard G. Day, M.D., was heard by R. Gregory Porter, Attorney Hearing Examiner for the State Medical Board of Ohio, on December 3, 1998.

INTRODUCTION

I. Basis for Hearing

A. By letter dated September 9, 1998, the State Medical Board of Ohio [Board] notified Richard G. Day, M.D., that it had proposed to determine whether to take disciplinary action against his certificate to practice medicine and surgery in Ohio. The Board based its proposed action on the following allegations:

(1) On or about April 2, 1998, Dr. Day signed a Consent Agreement with the Board. This Consent Agreement was entered into in lieu of formal proceedings based upon Dr. Day's violation of Sections 4731.22(A), (B)(5), and (B)(26), Ohio Revised Code. Dr. Day admitted in this Consent Agreement that he had a history of poly-substance dependence for which he had received treatment, and that he had provided false information to the Board in regard to this history when he applied for renewal of his certificate to practice medicine and surgery for the 1994-1996 and 1996-1998 registration periods.

(2) Paragraph 16 of the April 1998 Consent Agreement required that Dr. Day obtain the prior approval of the Board for any medical practice or employment related to the health care fields.

Beginning on or about May 18, 1998, and continuing until on or about July 7, 1998, Dr. Day practiced medicine as a per diem Staff Physician at the Mead Family Medical Center, Chillicothe, Ohio, without obtaining the Board's prior approval. During the course of this practice, Dr. Day examined and treated patients and prescribed controlled substances and other drugs.

(3) Paragraph 10 of the April 1998 Consent Agreement required that Dr. Day submit to random urine screens for drugs and alcohol on a weekly basis under the direction of a supervising physician, who was to ensure that the urine specimens were obtained on a random basis, that

99 JAN 20 PM 4:17

the giving of the specimen was witnessed by a reliable person, and that appropriate control over the specimen was maintained.

Dr. Day failed to submit to random urine screens in compliance with this requirement during the period beginning with the Board's approval of his current supervising physician on or about May 13, 1998, and continuing until on or about July 7, 1998. During this period, the specimens Dr. Day submitted were not witnessed by a reliable person and Dr. Day selected the dates upon which he submitted the specimens.

- (4)(a) On or about May 31, 1998, Dr. Day submitted a document to the Board requesting Board approval to work locum tenens for one or two months. Dr. Day stated in this document that "[he] will continue to faithfully abide by all of the provisions of [his] Consent Agreement with the State Medical Board of Ohio." Dr. Day's request to work locum tenens was not approved by the Board until July 8, 1998.
- (b) On or about June 29, 1998, Dr. Day submitted to the Board a Declaration of Compliance, as required by paragraph 2 of the April 1998 Consent Agreement, declaring that he had continued to comply with all the probationary terms, conditions and limitations imposed upon him by the Board.
- (c) On or about July 7, 1998, Dr. Day attended a probationary conference with representatives of the Board as had been required by the April 1998 Consent Agreement. During the course of this conference, Dr. Day stated repeatedly that he was currently working at the Mead Family Health Center, Chillicothe, Ohio, in an administrative capacity only, pending Board approval of his request to work locum tenens. In response to a question asking what Dr. Day was doing in an administrative capacity, he replied, "I don't prescribe any sub...or medications at all just working with the staff there to establish protocols for different medical problems." When asked if he saw patients, Dr. Day responded, "No".

In fact, at all times relevant to these statements and declarations, Dr. Day had been practicing medicine in violation of his April 1998 Consent Agreement. Moreover, Dr. Day had not complied with the requirement of his April 1998 Consent Agreement concerning random urine screens.

99 JAN 28 PM 4:08

The Board alleged that Dr. Day's acts, conduct, and/or omissions, as alleged in paragraphs (2), (3), and (4) above, individually and/or collectively, constitute a "[v]iolation of the conditions of limitation placed by the board upon a certificate to practice or violation of the conditions of limitation upon which a limited or temporary registration or certificate to practice is issued,' as that clause is used in Section 4731.22(B)(15), Ohio Revised Code."

Further, the Board alleged that Dr. Day's acts, conduct, and/or omissions, as alleged in paragraph (4) above, individually and/or collectively, constitute "publishing a false, fraudulent, deceptive, or misleading statement,' as that clause is used in Section 4731.22(B)(5), Ohio Revised Code."

Moreover, the Board alleged that Dr. Day's acts, conduct, and/or omissions, as alleged in paragraph (4) above, individually and/or collectively, constitute "[c]ommission of an act that constitutes a misdemeanor in this state regardless of the jurisdiction in which the act was committed, if the act was committed in the course of practice,' as that clause is used in Section 4731.22(B)(12), Ohio Revised Code, to wit: falsification, in violation of Section 2921.13, Ohio Revised Code."

In addition, the Board alleged that Dr. Day's acts, conduct, and/or omissions, as alleged in paragraph (4) above, individually and/or collectively, constitute "[c]ommission of an act that constitutes a misdemeanor in this state regardless of the jurisdiction in which the act was committed, if the act involves moral turpitude,' as that clause is used in Section 4731.22(B)(14), Ohio Revised Code, to wit: falsification, in violation of Section 2921.13, Ohio Revised Code."

Accordingly, the Board advised Dr. Day of his right to request a hearing in this matter. (State's Exhibit 1A).

- B. On September 14, 1998, Dr. Day submitted a written hearing request. (State's Exhibit 1B).

II. Appearances

- A. On behalf of the State of Ohio: Betty D. Montgomery, Attorney General, by Rebecca J. Albers, Assistant Attorney General.
- B. On behalf of the Respondent: Terry Tataru, Esq.

EVIDENCE EXAMINED

I. Testimony Heard

A. Presented by the State

1. Richard G. Day, M.D., as if on cross-examination
2. Mary Lou Shaw, M.D.
3. Janet Brockwell, M.D.
4. Jan Sussex
5. Randy Beck

B. Presented by Respondent

Richard G. Day, M.D.

II. Exhibits Examined

A. Presented by the State

1. State's Exhibits 1A-1M: Procedural exhibits.
2. State's Exhibit 2: Copy of a transcript of the July 7, 1998, meeting between Dr. Day and members and staff of the Board.
3. State's Exhibit 3: October 5, 1998, letter to the Board from Dr. Day.
4. State's Exhibit 4: Copy of Dr. Day's June 29, 1998, Declaration of Compliance.
5. State's Exhibit 5: Copies of the November 12, 1997, and April 9, 1998, Consent Agreements between Dr. Day and the Board.
6. State's Exhibit 6: Copies of a May 29, 1998, practice plan; and May 31, 1998, fax cover sheet; received by the Board on June 2, 1998.
7. State's Exhibit 7: Computer printout from Mead Family Pharmacy, Chillicothe, Ohio. (Note: This exhibit has been sealed to protect patient confidentiality.)

99 JAN 28 PM 4:08

8. State's Exhibits 8A and 8B: Copies of an April 30, 1998, Letter of Agreement from Corporate Health Dimensions to Dr. Day; June 25, 1998, Employment Agreement between same; and fax cover sheets, received by the Board on July 31, 1998.
9. State's Exhibit 9: Certified copies of prescriptions written by Dr. Day. (Note: This exhibit has been sealed to protect patient confidentiality.)
10. State's Exhibit 10: Copy of Dr. Day's patient schedule at Mead Family Practice Center. (Note: This exhibit has been sealed to protect patient confidentiality.)
11. State's Exhibit 11: August 27, 1998, handwritten statement of Mary Lou Shaw, M.D., to Randy Beck.

B. Presented by the Respondent

1. Respondent's Exhibits A through D: Letters of support for Dr. Day.
2. Respondent's Exhibit E: Copy of an October 6, 1998, letter to the Board from Janet M. Brockwell, M.D., concerning Dr. Day's urine screens.
3. Respondent's Exhibit F: Copy of an October 14, 1998, letter to the Board from James W. Keller, M.D., concerning Dr. Day.
4. Respondent's Exhibit G: Copy of Dr. Day's lease agreement for his current office space.
5. Respondent's Exhibit H: List of Dr. Day's expenses.

SUMMARY OF THE EVIDENCE

All exhibits and transcripts of testimony, even if not specifically mentioned, were thoroughly reviewed and considered by the Hearing Examiner prior to preparing this Report and Recommendation.

Background Information

1. Richard G. Day, M.D., testified that he obtained his Doctor of Medicine degree in 1980 from Case Western Reserve University, and performed his internship and residency at the

99 JAN 20 PM 4:08

University of Colorado Health Sciences Center in Denver, Colorado. (Transcript [Tr.] at 12, 64)

2. Dr. Day testified that, on September 26, 1997, he closed his practice in Cambridge, Ohio, and, with the help of his mother and sister, entered Harding Hospital for treatment for substance abuse. Dr. Day testified that he had a withdrawal seizure at Harding Hospital and was taken to Ohio State University Hospital for intensive care. Several days later returned to Harding Hospital where he spent several weeks in inpatient treatment at Harding Addiction Recovery Center. He was then transferred to a halfway residential facility, from which he was discharged in early November, 1997. Dr. Day testified that he continues to participate in the aftercare program at Harding Hospital twice per week. Dr. Day testified that his sobriety date is September 26, 1997. (Tr. at 64-67)
3. On or about November 12, 1997, Dr. Day entered into a Consent Agreement with the Board, in lieu of formal proceedings, based upon violations of Sections 4731.22(A), (B)(5), and (B)(26), Ohio Revised Code. In that document, Dr. Day admitted that he suffered from "poly-substance dependence, including alcohol dependence, benzodiazepine dependence, and opioid dependence." Dr. Day further admitted that he had had a substance abuse problem since at least 1984. Moreover, Dr. Day admitted that he had received treatment for these difficulties at Shepherd Hill Hospital in 1994 and at Harding Addiction Recovery Center in 1997. Finally, Dr. Day admitted that he had failed to notify the Board of his dependency problems as required on the application cards for the 1994-1996 and the 1996-1998 biennial registration periods. (State's Exhibit [St. Ex.] 5)

The November 12, 1997, Consent Agreement provided that Dr. Day's certificate would be suspended for at least three months, and requirements for reinstatement were specified. One of the reinstatement requirements provided that a new Consent Agreement would be entered into by Dr. Day and the Board concerning probationary requirements to be imposed following the reinstatement of Dr. Day's certificate. (St. Ex. 5)

4. On or about April 9, 1998, Dr. Day entered into a second Consent Agreement with the Board. In this agreement, Dr. Day repeated the admissions that he had made in the earlier agreement. Moreover, the new Consent Agreement indicated that Dr. Day had fulfilled the reinstatement requirements specified by the earlier agreement, and imposed a number of probationary terms, conditions, and limitations on Dr. Day's certificate for a minimum of five years. Among these, paragraph 10 provided that Dr. Day shall "submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD." (Emphasis in original.) Further, a supervising physician, who was to be named by Dr. Day and approved by the Board, was to "ensure that the urine specimens are obtained on a random basis, that the giving of the specimen is witnessed by a reliable person, and that appropriate control over the specimen is maintained." (St. Ex. 5)

STATE MEDICAL BOARD

99 JAN 28 PM 4:08

Moreover, paragraph 16 of the April 9, 1998, Consent Agreement provided that Dr. Day “shall obtain the prior approval of the BOARD for any medical practice or employment related to the health care fields.” (St. Ex. 5) (Emphasis in original.)

5. Jan Sussex testified that she is Compliance Officer for the Board. Ms. Sussex testified that, among her duties and responsibilities, she oversees those who are under probation orders with the Board to ensure that they are in compliance with the terms of their orders. (Tr. at 40)

Medical Practice or Employment Issue

1. Dr. Day testified that he had read and understood the requirements of his April 1998 Consent Agreement, including the requirement that he obtain Board approval for any change in his practice plan. Dr. Day testified that his original practice plan had been to reopen his office in Cambridge, Ohio. Dr. Day had submitted this practice plan in April 1998, and it was approved by the Board on May 13, 1998. Dr. Day further testified, however, that he had large debts as a result of his substance abuse treatment. In addition, Dr. Day testified that he needed to hire a staff and buy equipment and supplies, but lacked the finances to do this. Dr. Day testified that he had been contacted by several people about working on a *locum tenens* basis until he was able to reopen his own practice. One of these employment possibilities was with the Mead Family Practice Center [MFPC] in Chillicothe, Ohio. (St. Ex. 6; Tr. at 13-15; 74-76)

On or about May 4, 1998, Dr. Day entered into an agreement with Corporate Health Dimensions that indicated that Dr. Day was to begin working as per diem Staff Physician at MFPC on May 18, 1998. Subsequently, on or about June 30, 1998, Dr. Day signed an employment contract with Corporate Health Dimensions, providing for Dr. Day’s employment at MFPC through June 28, 2001. Dr. Day testified that he had signed both of these agreements prior to obtaining Board approval for the employment contemplated in those agreements. Dr. Day admitted that he had begun work at MFPC, seeing patients and prescribing controlled substances, before obtaining Board approval or formally submitting a request to do so. (St. Exs. 8A and 8B; Tr. at 16-17, 75)

Dr. Day testified that on May 31, 1998, he had faxed to the Board his request for modification of his practice plan. This document was time-stamped as having been received by the Board on June 2, 1998. In that document, Dr. Day stated that he wished to work on a *locum tenens* basis for a month or two prior to opening his own practice. At hearing, Dr. Day acknowledged that he had already started working in Chillicothe by that time, and indicated that he “had assumed when [the Board] had approved my own practice plans earlier that month, that they were going to consider and approve [the modifications] on a timely fashion, and I shouldn’t have assumed that.” (St. Ex. 6; Tr. at 15-16)

99 JAN 20 PM 4:08

- Ms. Sussex testified that she spoke with Dr. Day, sometime after his April 1998 Consent Agreement had been executed, concerning Dr. Day's move to Chillicothe and his desire to obtain Board approval for his plan to practice there. Ms. Sussex testified that she had informed Dr. Day that his request would have to be approved by the full Board. Ms. Sussex further testified that, on June 2, 1998, the Board had received Dr. Day's request for a modification of practice plan. Moreover, Ms. Sussex testified that Dr. Day had not contacted her after submitting the request to see if it had been approved. Finally, Ms. Sussex testified that Dr. Day's June 2, 1998, request for a modification to his practice plan was approved by the Board at its July 1998 meeting. (Tr. at 40-43)

Ms. Sussex acknowledged that Dr. Day had been practicing in accordance with his proposed practice plan. (Tr. at 49-53)

- Mary Lou Shaw, M.D., testified that she is the Medical Director for MFPC. Dr. Shaw further testified that she had interviewed Dr. Day for his position with MFPC. She noted that Dr. Day had not advised her during his interviews that he was under a Consent Agreement with the Board, and that she had found out about that when MFPC's management company ran a check with the National Practitioner Data Bank. Dr. Shaw testified that, after she found out about Dr. Day's Consent Agreement, "the question to [her] was did [she] feel good about Dr. Day, did [she] trust that he would be able to perform well in the office, and [she] did. And so it didn't interfere with the process of having him come on board." (Tr. at 23-24)

Dr. Shaw testified that Dr. Day started working at MFPC on May 18, 1998. She further testified that she had not been aware until one or two months later of the requirement that Dr. Day needed Board approval to work there. Dr. Shaw testified that Dr. Day continued to work at MFPC until August 7, 1998. Dr. Shaw testified that, during this time, she observed nothing in Dr. Day's demeanor that would lead her to suspect that he was not sober. Dr. Shaw further testified that Dr. Day treated patients during his time at MFPC, and that he had no administrative duties. (St. Ex. 10; Tr. at 24-28)

Dr. Day acknowledged at the hearing that he had not informed Dr. Shaw about his Consent Agreement during the interview process for his job at MFPC. Dr. Day further testified that he had not done so because his consent agreement required that he provide this information to employers, and MFPC was not then his employer. Nevertheless, Dr. Day testified that he probably should have provided this information to MFPC anyway. (Tr. at 90-91)

- Randy Beck testified that he is an Investigator for the Board. Investigator Beck testified that he went to the Mead Medical Center and interviewed Dr. Shaw concerning Dr. Day's employment at MFPC. Investigator Beck testified that he was told by Dr. Shaw that Dr. Day had been working in the clinic as a physician. Investigator Beck also obtained a profile of prescriptions that had been written by Dr. Day since May 18, 1998; this profile

99 JAN 28 PM 4:08

was admitted to the record as State's Exhibit 7. Moreover, Investigator Beck testified that Dr. Day had issued five prescriptions for controlled substances. (St. Exs. 7, 9, 10, and 11; Tr. at 56-60)

Urine Screening Issue

1. Dr. Day testified that, after he had signed his first Consent Agreement in November 1997, Dr. James Keller had acted as both his supervising and his monitoring physician. Dr. Day further testified that Dr. Keller, who is the Medical Director of Southeastern Ohio Regional Medical Center [Southeastern], had many responsibilities. Moreover, Dr. Day testified that he would often have to call Dr. Keller to remind him that Dr. Day had not yet come in that week for a urine specimen, and Dr. Keller would ask him to come in then. (Tr. at 79)

Dr. Day testified that, when he entered into the April 1998 Consent Agreement, there was concern on the Board's part about the same individual acting as both Dr. Day's supervising and monitoring physician. Dr. Day then asked Dr. Brockwell to act as his supervising physician, which she agreed to do. Dr. Day acknowledged that, from April until July 1998, the screens were not performed as randomly as they should have been due to communication problems between Dr. Day and Dr. Brockwell. Nevertheless, Dr. Day testified that he remedied the situation by following the Board's suggestion that he call Dr. Brockwell daily, and that the tests have been done randomly ever since. (Tr. at 19-21, 79-80)

2. Janet Brockwell, M.D., testified that she practices family medicine, internal medicine, and occupational medicine in Cambridge, Ohio. Dr. Brockwell further testified that she is Dr. Day's supervising physician. (Tr. at 30-31)

Dr. Brockwell testified that she became concerned about Dr. Day after Dr. Day went to Chillicothe. Dr. Brockwell testified that she had known that Dr. Day was having his urine screenings done according to the appropriate protocol, but was concerned that they were not being done on a random basis. Dr. Brockwell testified that she had had trouble contacting Dr. Day, and that they had had "answering machine tag going on." Dr. Brockwell contacted the Board about the situation, and was told to set up a system whereby Dr. Day would contact Dr. Brockwell every day to find out if he was to give a sample that day, and Dr. Brockwell would let him know. Dr. Brockwell indicated that this system is effective and that this is the system that she and Dr. Day use now. Dr. Brockwell indicated that she continues to serve as Dr. Day's supervising physician. (Tr. at 31-33)

3. Ms. Sussex testified that Dr. Day had been in compliance with his urine screen requirement since the July 7, 1998, meeting. (Tr. at 49-53)

99 JAN 28 PM 4:08

Dr. Day's July 7, 1998, conference

1. Dr. Day testified that on July 7, 1998, he attended a probationary conference with the Board's Supervising Member and members of the Board's staff. During this conference, Dr. Day stated that he had been working in Chillicothe, Ohio, at a family practice associated with the Mead Paper Company. Dr. Day further stated that he had been working in an administrative capacity pending the Board's approval of his plan to work on a *locum tenens* basis. Later during the conference, Dr. Day was asked what administrative duties he was performing, and he responded, "I don't prescribe any sub... or medications at all just working with the staff there to establish protocols for different medical problems." When asked if he saw patients, Dr. Day stated, "No." At hearing, Dr. Day acknowledged that these responses were not true. (St. Ex. 2; Tr. at 17-18)
2. Dr. Day testified, concerning the July 7, 1998, meeting:

When I entered the room, I could see on the faces of [Supervising Member] Mr. Albert and initially [Board staff member] Mr. Schmidt that they weren't pleased or satisfied with the randomness of my urine screens and they started asking me a series of questions and I sort of panicked and reverted back to maladaptive behavior, I told them a series of mistruths.

(Tr. at 76) Dr. Day further testified that the fact that he is sober has not made him perfect. Dr. Day stated that he has realized, having worked the 12 steps, that, even though he no longer actively abuses alcohol and drugs, he still has character defects that he needs to continue to work on. Dr. Day testified that, when he was drinking, he was not very honest with people and the alcohol amplified that problem. Dr. Day testified that he is still sometimes susceptible to that mode of behavior, although he is hopeful that those times are few and far between. (Tr. at 76-78)

Dr. Day testified that he deeply regrets having lied to the Board at his July 7, 1998, meeting. Dr. Day stated that he has learned from that mistake:

I've learned that I still have a long way to go, and that I am getting better. I think recovery has made me a better person and a better physician, but as I said before, I am by no means cured. And that's why I enjoy and I need to continue to go to the meetings and I need to continue in my aftercare and I need to continue to go back and work the 12 steps.

(Tr. at 86-87)

99 JAN 28 PM 4:08

3. Ms. Sussex testified that she had been present when Dr. Day met with the Board's Supervising Member on July 7, 1998. She further testified that State's Exhibit 2 is a transcript of that meeting. Ms. Sussex testified that Dr. Day stated at that meeting that he was working in an administrative capacity only, and that he did not see patients or prescribe medications. Ms. Sussex testified that she subsequently learned through a conversation with Dr. Brockwell, and later from Board Investigator Randy Beck, that this was not true. (Tr. at 43-46)

Dr. Day's June 29, 1998, Declaration of Compliance

Dr. Day testified that on June 29, 1998, he submitted a Declaration of Compliance to the Board. In that document, Dr. Day stated that he had continued to comply with all of the terms of his Consent Agreement. Dr. Day testified that, at the time he signed that document, he had believed it to be true. Dr. Day acknowledged that he had not heard that his request to modify his practice plans had been approved, but stated that he had continued to go to meetings and aftercare, and "continued to do everything the Board requested." (St. Ex. 4; Tr. at 18-19, 76)

Additional Information

1. Dr. Day testified that he opened his practice in New Concord, Ohio, on October 5, 1998. Dr. Day further testified that New Concord is an area that is underserved by physicians. Dr. Day stated that there are only two other physicians in New Concord at this time; one of them is due to retire soon and the other is cutting back his practice. (Tr. at 81-85)

Dr. Day testified that his new practice is doing very well. Dr. Day further stated that he believes that he is a competent physician and is an asset to his community. Dr. Day testified that, in his present state of recovery, he is not a threat to his patients. Moreover, Dr. Day testified that his struggle with substance abuse has given him a sensitivity and sense of caring that he previously had lacked. He testified that he has also learned to appreciate what he has. (Tr. at 85-86)

2. Dr. Day testified that he attends at least five Narcotics Anonymous [NA] or Alcoholics Anonymous [AA] meetings per week. He testified that he attends AA meetings in Cambridge and occasionally goes to an NA meeting in Zanesville. Dr. Day testified that the recovery group in Cambridge is very close-knit, and that he has become very actively involved in it, including chairing meetings. Dr. Day testified that he goes to these meetings not just because he is required to go by the Board but because he needs them and enjoys them. Dr. Day testified that his support group consists of an extensive phone list of AA members plus a supportive family. Dr. Day also keeps in touch with other recovering people that he had met during his treatment at Harding Hospital. (Tr. at 67-68)

99 JAN 28 PM 4:08

Dr. Day testified that his recovery is very important to him. Dr. Day further testified that he has not consumed any alcohol or mood-altering drugs since his sobriety date. Moreover, Dr. Day testified that he participates in the 12 steps of AA and NA, and that he has completed all 12 steps. Nevertheless, Dr. Day testified that "recovery is a direction and not a goal, and the steps * * * are the beginning and not the end." Dr. Day testified that he has had to return to some of the steps as he learned more about himself and his need to continue to improve himself. (Tr. at 68-70)

3. Dr. Day testified that if the Board were to suspend his license again he would continue his recovery program. Dr. Day stated that his sobriety is the most important thing in his life, and without his sobriety he has nothing else, including his health and his livelihood. (Tr. at 78-79)
4. Ms. Sussex testified that, other than his failure to comply with the requirements for a practice plan and random, witnessed urine screens, Dr. Day has been compliant with his Consent Agreement. Ms. Sussex further testified that he has been responsive when she has had reason to contact him. Moreover, Ms. Sussex testified that Dr. Day has always been courteous and cooperative. (Tr. at 49)
5. Dr. Day presented the Board with several letters of support written on his behalf by members of his health care community, a patient, a sister, and his monitoring physician. In these letters, Dr. Day is characterized as a dedicated and competent physician, and as doing well in his recovery program. (Respondent's Exhibits A through D, F) (Note: The state did not have the opportunity to cross-examine the authors of these letters.)
6. Dr. Brockwell testified that she knows Dr. Day as an acquaintance and a colleague. Dr. Brockwell testified that she has had an opportunity to observe Dr. Day's medical records, and that they are "quite articulate and complete." Moreover, Dr. Brockwell testified that she has never observed anything regarding Dr. Day's demeanor that would cause her to suspect that Dr. Day was using drugs or alcohol. (Tr. at 33-35)

FINDINGS OF FACT

1. On or about April 9, 1998, Richard G. Day, M.D., entered into a Consent Agreement with the Board in lieu of formal proceedings based upon violations of Sections 4731.22(A), (B)(5), and (B)(26), Ohio Revised Code. Dr. Day admitted in this Consent Agreement that he had a history of poly-substance dependence for which he had received treatment, and that he had provided false information to the Board concerning this history when he applied for renewal of his certificate to practice medicine and surgery for the 1994-1996 and 1996-1998 biennial registration periods.

99 JAN 28 PM 4:08

2. Paragraph 16 of the April 9, 1998, Consent Agreement provided that Dr. Day "shall obtain the prior approval of the BOARD for any medical practice or employment related to the health care fields." Nevertheless, beginning on or about May 18, 1998, and continuing until on or about July 7, 1998, Dr. Day practiced medicine as a per diem Staff Physician at the Mead Family Medical Center, Chillicothe, Ohio, without having obtained the Board's prior approval. During this period, Dr. Day examined and treated patients and prescribed controlled substances and other drugs in the course of his practice.

3. Paragraph 10 of the April 9, 1998, Consent Agreement required that Dr. Day submit to random urine screens for drugs and alcohol on a weekly basis under the direction of a supervising physician. The supervising physician was to ensure that the urine specimens had been obtained on a random basis, that the giving of the specimen had been witnessed by a reliable person, and that appropriate control over the specimen had been maintained.

Dr. Day failed to submit to random urine screens in compliance with this requirement from on or about May 13, 1998, until on or about July 7, 1998. During this period, the specimens Dr. Day submitted were not witnessed by a reliable person, and Dr. Day sometimes selected the dates upon which he submitted the specimens.

4(a) On or about May 31, 1998, Dr. Day submitted a document to the Board requesting Board approval to work locum tenens for one or two months. Dr. Day stated in this document that he would continue to abide by all of the provisions of his Consent Agreement with the Board. Dr. Day's request to work locum tenens was not approved by the Board until after July 7, 1998.

(b) Subsequently, on or about June 29, 1998, Dr. Day submitted to the Board a Declaration of Compliance declaring that he had continued to comply with all the probationary terms, conditions and limitations imposed upon him by the Board.

(c) Moreover, on or about July 7, 1998, Dr. Day attended a probationary conference with the Supervising Member of the Board and members of the Board's staff. During this conference, Dr. Day stated that he had been working in Chillicothe Ohio at a family practice associated with the Mead Paper Company. Dr. Day further stated that he had been working in an administrative capacity pending the Board's approval of his plan to work on a *locum tenens* basis. Later during the conference, Dr. Day was asked what administrative duties he was performing, and he responded, "I don't prescribe any sub... or medications at all just working with the staff there to establish protocols for different medical problems." When asked if he saw patients, Dr. Day stated, "No."

In fact, at all times relevant to these statements and declarations, Dr. Day had been practicing medicine at the Mead Family Practice Center without first obtaining the Board's approval to practice there. Moreover, Dr. Day had not complied with the requirements of paragraph 10 of his April 1998 Consent Agreement concerning urine screens.

99 JAN 28 PM 4:08

CONCLUSIONS OF LAW

1. The acts, conduct, and/or omissions of Richard G. Day, M.D., as set forth in Findings of Fact 2, 3, and 4, individually and/or collectively, constitute a “[v]iolation of the conditions of limitation placed by the board upon a certificate to practice or violation of the conditions of limitation upon which a limited or temporary registration or certificate to practice is issued,” as that clause is used in Section 4731.22(B)(15), Ohio Revised Code.
2. The acts, conduct, and/or omissions of Dr. Day, as set forth in Findings of Fact 4(b) and (c), individually and/or collectively, constitute “publishing a false, fraudulent, deceptive, or misleading statement,” as that clause is used in Section 4731.22(B)(5), Ohio Revised Code. Moreover, with regard to the false statements made by Dr. Day during the July 7, 1998, conference, the evidence is sufficient to support a conclusion that Dr. Day intended to deceive the Board.
3. Section 2921.13, Ohio Revised Code, states, among other things, that it is a misdemeanor for a person to knowingly make a false statement when such a statement is made in any official proceeding, or to knowingly make a false statement when the statement is made for the purpose of misleading a public official in the performance of his or her function. Dr. Day acknowledged at hearing that he had intentionally made false statements during his July 7, 1998, conference. Moreover, although Dr. Day denied that he intentionally misled the Board when he signed his June 29, 1998, Declaration of Compliance, the evidence indicated that Dr. Day was aware of a requirement that he obtain Board approval for changes to his practice plan. The evidence further indicated that Dr. Day began working at MFPC before even requesting that the Board approve a modification to his approved practice plan that would have permitted him to work there.

Accordingly, the acts, conduct, and/or omissions of Dr. Day, as set forth in Findings of Fact 4(b) and (c), individually and/or collectively, constitute “[c]ommission of an act that constitutes a misdemeanor in this state regardless of the jurisdiction in which the act was committed, if the act was committed in the course of practice,” as that clause is used in Section 4731.22(B)(12), Ohio Revised Code, to wit: falsification, in violation of Section 2921.13, Ohio Revised Code.

4. As discussed above in Conclusions of Law 3, the acts, conduct, and/or omissions of Dr. Day, as set forth in Findings of Fact 4(b) and (c), individually and/or collectively, would constitute a violation of Section 2921.13, Ohio Revised Code. Moreover, under all of the circumstances of this case, the evidence is sufficient to conclude that such conduct involved moral turpitude. Accordingly, the acts, conduct, and/or omissions of Dr. Day, as set forth in Findings of Fact 4(b) and (c), individually and/or collectively, constitute “[c]ommission of an act that constitutes a misdemeanor in this state regardless of the

99 JAN 28 PM 4:08

jurisdiction in which the act was committed, if the act involves moral turpitude," as that clause is used in Section 4731.22(B)(14), Ohio Revised Code, to wit: falsification, in violation of Section 2921.13, Ohio Revised Code.

* * * * *

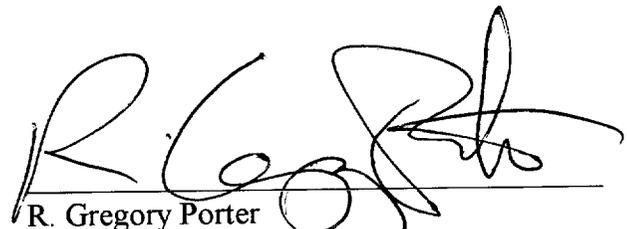
The evidence indicated that Dr. Day failed to follow the requirements of his Consent Agreement concerning random urine screens. Further, Dr. Day began practicing medicine at a facility before obtaining the Board's approval, as he was required to do, and before even submitting his request for the Board's approval to allow him to work there. He subsequently declared to the Board that he was in compliance with all of the terms of his Consent Agreement, and lied to the Board when asked about his employment responsibilities. Such conduct impedes this Board's ability to protect the public, and demonstrated a lack of respect on Dr. Day's part for the Board's regulatory authority. This Board has permanently revoked, or suspended for long periods of time, the certificates of licensees for such conduct.

In spite of the seriousness of Dr. Day's offenses, the Hearing Examiner does not believe that such a stern disposition is necessary in Dr. Day's case. Dr. Day was forthright in admitting his conduct, and he appeared to be genuinely remorseful. In addition, the evidence was convincing that Dr. Day is very serious about his recovery program. Moreover, it would appear that any lack of respect that Dr. Day may have had for the Board's regulatory authority has been eliminated; hopefully Dr. Day also realizes that the Board is his ally in his struggle against substance abuse. Under these circumstances, the Board may be justified in showing some leniency toward Dr. Day.

PROPOSED ORDER

It is hereby ORDERED that the certificate of Richard G. Day, M.D., to practice medicine and surgery in the State of Ohio shall be SUSPENDED for a period of 30 days. Further, all probationary terms, conditions, and limitations, as imposed by the April 9, 1998, Consent Agreement between Dr. Day and the Board, shall continue to apply during, and after, the suspension period.

This Order shall become effective 30 days from the date of mailing of notification of approval by the State Medical Board of Ohio.


R. Gregory Porter
Attorney Hearing Examiner



State Medical Board of Ohio

77 S. High Street, 17th Floor • Columbus, Ohio 43261-0315 • 614-466-3534 • Website: www.state.oh.us/mbe

EXCERPT FROM THE DRAFT MINUTES OF MARCH 10, 1999

REPORTS AND RECOMMENDATIONS

Dr. Steinbergh announced that the Board would now consider the findings and orders appearing on the Board's agenda. She noted that Neal Ronald Glass, M.D., has requested and been granted a postponement in the Board's consideration of his case. The Report and Recommendation in the matter of Dr. Glass will be on the Board's April 1999 agenda.

Dr. Steinbergh asked whether each member of the Board had received, read, and considered the hearing record, the proposed findings, conclusions, and orders, and any objections filed in the matters of Richard G. Day, M.D., Saul Finer, M.D., David H. Gillis, M.D., and José A. Torres, M.D. A roll call was taken:

ROLL CALL:	Mr. Albert	- nay
	Dr. Bhati	- aye
	Dr. Somani	- aye
	Dr. Egner	- aye
	Mr. Browning	- aye
	Ms. Noble	- aye
	Dr. Stienecker	- aye
	Dr. Agresta	- aye
	Dr. Garg	- aye
	Dr. Buchan	- aye
	Dr. Steinbergh	- aye

Dr. Steinbergh asked whether each member of the Board understands that the disciplinary guidelines do not limit any sanction to be imposed, and that the range of sanctions available in each matter runs from dismissal to permanent revocation. A roll call was taken:

ROLL CALL:	Mr. Albert	- aye
	Dr. Bhati	- aye
	Dr. Somani	- aye
	Dr. Egner	- aye
	Mr. Browning	- aye
	Ms. Noble	- aye
	Dr. Stienecker	- aye
	Dr. Agresta	- aye
	Dr. Garg	- aye
	Dr. Buchan	- aye

Dr. Steinbergh - aye

In accordance with the provision in Section 4731.22(C)(1), Revised Code, specifying that no member of the Board who supervises the investigation of a case shall participate in further adjudication of the case, the Secretary and Supervising Member must abstain from further participation in the adjudication of these matters.

Dr. Steinbergh stated that if there were no objections, the Chair would dispense with the reading of the proposed findings of fact, conclusions and orders in the above matters. No objections were voiced by Board members present.

The original Reports and Recommendations shall be maintained in the exhibits section of this Journal.

RICHARD G. DAY, M.D.

Dr. Steinbergh directed the Board's attention to the matter of Richard G. Day, M.D. She advised that objections were filed to Hearing Examiner Porter's Report and Recommendation and were previously distributed to Board members.

DR. AGRESTA MOVED TO APPROVE AND CONFIRM MR. PORTER'S PROPOSED FINDINGS OF FACT, CONCLUSIONS, AND ORDER IN THE MATTER OF RICHARD G. DAY, M.D. DR. SOMANI SECONDED THE MOTION.

Dr. Steinbergh stated that she would now entertain discussion in the above matter.

Dr. Stienecker stated that in reading this case, it appears that Dr. Day ignored the Board's Order. He lied to the Board to cover his practice activity, calling it "maladaptive behavior," and he did not comply with the consent agreement for urine specimens. Dr. Stienecker stated that a 30-day suspension is a very liberal kind of imposition to put in his path, considering what he did. However, he would support the Proposed Order.

Dr. Somani stated that he does mostly agree with the Report and Recommendation, but he has two major problems with it. Dr. Day continued to practice, and he denied that he was engaged in seeing patients. He was not supposed to be seeing patients. He made a statement that he was only doing administrative work, but he was seeing patients without Board approval. Dr. Somani continued that the second thing that disturbed him was that Dr. Day also defied the agreed stipulation for random drug testing. Dr. Somani stated that he didn't think that a 30-day suspension was adequate.

DR. SOMANI MOVED TO AMEND THE PROPOSED ORDER IN THE MATTER OF RICHARD G. DAY, M.D., BY INCREASING THE SUSPENSION PERIOD TO 90 DAYS. DR. BUCHAN SECONDED THE MOTION.

Dr. Steinbergh stated that she would now entertain further discussion in this matter.

Dr. Buchan stated that he can't agree more with the Proposed Order and what has been said by Dr. Stienecker and Dr. Somani. He agreed with Dr. Somani that the suspension period was too lenient in the proposed order. A 90-day suspension is reasonable and he fully supports it.

Dr. Bhati stated that he also supports the amendment for the reasons already given.

Dr. Steinbergh stated that she is concerned about practitioners who don't take Board orders seriously. This shows not only disrespect for the Board, but it also indicates that the probationer doesn't understand the reasons for the Board order, and that is to protect the public and patients. The Board wants to see probationers come to a complete resolution of their problems, but they can't do that if they don't follow the guidelines.

A vote was taken on Dr. Somani's motion to amend:

VOTE:	Mr. Albert	- abstain
	Dr. Bhati	- aye
	Dr. Somani	- aye
	Dr. Egner	- aye
	Mr. Browning	- aye
	Ms. Noble	- aye
	Dr. Stienecker	- aye
	Dr. Agresta	- aye
	Dr. Garg	- abstain
	Dr. Buchan	- aye
	Dr. Steinbergh	- aye

The motion carried.

DR. SOMANI MOVED TO APPROVE AND CONFIRM MR. PORTER'S PROPOSED FINDINGS OF FACT, CONCLUSIONS, AND ORDER, AS AMENDED, IN THE MATTER OF RICHARD G. DAY, M.D. DR. BHATI SECONDED THE MOTION. A vote was taken:

VOTE:	Mr. Albert	- abstain
	Dr. Bhati	- aye
	Dr. Somani	- aye
	Dr. Egner	- aye
	Mr. Browning	- aye
	Ms. Noble	- aye

EXCERPT FROM THE DRAFT MINUTES OF MARCH 10, 1999
IN THE MATTER OF RICHARD G. DAY, M.D.

Dr. Stienecker	- aye
Dr. Agresta	- aye
Dr. Garg	- abstain
Dr. Buchan	- aye
Dr. Steinbergh	- aye

The motion carried.



State Medical Board of Ohio

77 S. High Street, 17th Floor • Columbus, Ohio 43260-0315 • 614/466-3934 • Website: www.state.oh.us/ombd

September 9, 1998

Richard G. Day, M.D.
10383 Twin Oaks Drive
Cambridge, OH 43225-9274

Dear Doctor Day:

In accordance with Chapter 119., Ohio Revised Code, you are hereby notified that the State Medical Board of Ohio intends to determine whether or not to limit, revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery, or to reprimand or place you on probation for one or more of the following reasons:

- (1) On or about April 2, 1998, you signed a Consent Agreement with the State Medical Board of Ohio (hereinafter, the Board), a copy of which is attached hereto and incorporated by reference herein. This Consent Agreement was entered into in lieu of formal proceedings based upon the violation of Sections 4731.22(A), (B)(5), and (B)(26), Ohio Revised Code. You admitted in this Consent Agreement that you had a history of poly-substance dependence for which you received treatment, and that you provided false information to the Board in regard to this history when you applied for renewal of your certificate to practice medicine and surgery for the 1994-1996 and 1996-1998 registration periods.
- (2) Paragraph 16 of the above referenced Consent Agreement requires that you shall obtain the prior approval of the Board for any medical practice or employment related to the health care fields.

Beginning on or about May 18, 1998, and continuing until on or about July 7, 1998, you practiced medicine as a per diem Staff Physician at the Mead Family Medical Center, Chillicothe, Ohio, without obtaining the Board's prior approval. During the course of this practice, you examined and treated patients and prescribed controlled substances and other drugs.

- (3) Paragraph 10 of the above referenced Consent Agreement requires that you submit to random urine screens for drugs and alcohol on a weekly basis under the direction of a supervising physician, who is to ensure that the urine specimens are obtained on a random basis, that the giving of the specimen is witnessed by a reliable person, and that appropriate control over the specimen is maintained.

Mailed 9/10/98

You failed to submit to random urine screens in compliance with this requirement during the period beginning with the Board's approval of your current supervising physician on or about May 13, 1998, and continuing until on or about July 7, 1998. During this period, the specimens you submitted were not witnessed by a reliable person and you decided the dates upon which you submitted the specimens.

- (4) a) On or about May 31, 1998, you submitted a document to the Board requesting Board approval to work locum tenens for one or two months. You stated in this document that "I will continue to faithfully abide by all of the provisions of my Consent Agreement with the State Medical Board of Ohio". Your request to work locum tenens was not approved by the Board until July 8, 1998.
- b) On or about June 29, 1998, you submitted to the Board a Declaration of Compliance, as required by paragraph 2 of the above referenced Consent Agreement, declaring that you have continued to comply with all the probationary terms, conditions and limitations imposed upon you by the Board.
- c) On or about July 7, 1998, you attended a probationary conference with representatives of the Board as required by the above referenced Consent Agreement. During the course of this conference you stated repeatedly that you were currently working at the Mead Family Health Center, Chillicothe, Ohio, in an administrative capacity only, pending Board approval of your request to work locum tenens. In response to a question asking what you were doing in an administrative capacity, you replied, "I don't prescribe any sub...or medications at all just working with the staff there to establish protocols for different medical problems." When asked if you saw patients, you responded, "No".

In fact, at all times relevant to these statements and declarations, you were practicing medicine in violation of your Consent Agreement as described in paragraph (2) above. Further, you were in violation of Paragraph 10 of your Consent Agreement as alleged in paragraph (3) above.

Your acts, conduct, and/or omissions as alleged in paragraphs (2), (3), and (4) above, individually and/or collectively, constitute a "[v]iolation of the conditions of limitation placed by the board upon a certificate to practice or violation of the conditions of limitation upon which a limited or temporary registration or certificate to practice is issued," as that clause is used in Section 4731.22(B)(15), Ohio Revised Code.

Further, your acts, conduct, and/or omissions as alleged in paragraph (4) above, individually and/or collectively, constitute "publishing a false, fraudulent, deceptive, or misleading statement," as that clause is used in Section 4731.22(B)(5), Ohio Revised Code.

Further, your acts, conduct, and/or omissions as alleged in paragraph (4) above, individually and/or collectively, constitute “[c]ommission of an act that constitutes a misdemeanor in this state regardless of the jurisdiction in which the act was committed, if the act was committed in the course of practice,” as that clause is used in Section 4731.22(B)(12), Ohio Revised Code, to wit: falsification, in violation of Section 2921.13, Ohio Revised Code.

Further, your acts, conduct, and/or omissions as alleged in paragraph (4) above, individually and/or collectively, constitute “[c]ommission of an act that constitutes a misdemeanor in this state regardless of the jurisdiction in which the act was committed, if the act involves moral turpitude,” as that clause is used in Section 4731.22(B)(14), Ohio Revised Code, to wit: falsification, in violation of Section 2921.13, Ohio Revised Code.

Pursuant to Chapter 119., Ohio Revised Code, you are hereby advised that you are entitled to a hearing in this matter. If you wish to request such hearing, the request must be made in writing and must be received in the offices of the State Medical Board within thirty (30) days of the time of mailing of this notice.

You are further advised that you are entitled to appear at such hearing in person, or by your attorney, or by such other representative as is permitted to practice before this agency, or you may present your position, arguments, or contentions in writing, and that at the hearing you may present evidence and examine witnesses appearing for or against you.

In the event that there is no request for such hearing received within thirty (30) days of the time of mailing of this notice, the State Medical Board may, in your absence and upon consideration of this matter, determine whether or not to limit, revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery or to reprimand or place you on probation.

Copies of the applicable sections are enclosed for your information.

Very truly yours,



Anand G. Garg, M.D.
Secretary

AGG/jag
Enclosures

CERTIFIED MAIL # Z 233 894 994
RETURN RECEIPT REQUESTED

**CONSENT AGREEMENT
BETWEEN
RICHARD G. DAY, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

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

BASIS FOR ACTION

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

- A. THE STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(A), 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 "fraud, misrepresentation, or deception in applying for or securing any license or certificate issued by the board." Further, THE STATE MEDICAL BOARD OF OHIO 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 violations of Section 4731.22(B)(5), Ohio Revised Code, "publishing a false, fraudulent, deceptive, or misleading statement," and 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."
- B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violation of Sections 4731.22(A), (B)(5), and (B)(26), Ohio Revised Code, as set forth in Paragraphs D and E of the November 12, 1997 Consent Agreement between RICHARD G. DAY, M.D., and THE STATE MEDICAL BOARD OF OHIO, a copy of which is attached hereto and fully 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 Agreement.

- C. RICHARD G. DAY, M.D., is applying for reinstatement of his license to practice medicine and surgery in the State of Ohio, which was suspended pursuant to the terms of the above referenced November 12, 1997 Consent Agreement.
- D. RICHARD G. DAY, M.D., ADMITS that on October 14, 1997, he was discharged from residential care to partial care at the Harding Addiction Recovery Center. DOCTOR DAY further ADMITS that upon completion of the partial care level of treatment on October 29, 1997, he began intensive outpatient treatment, and further ADMITS that such outpatient treatment continued until he was discharged to aftercare on November 12, 1997. DOCTOR DAY further ADMITS that he resided at the Granville House, a therapeutic recovery community, throughout his partial care, intensive outpatient, and outpatient levels of treatment.

Further, DOCTOR DAY STATES that since October 1997 he has remained abstinent from the use of alcohol and 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 his history of chemical dependency.

DOCTOR DAY further STATES, and the STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES, that Christopher Adelman, M.D., of St. Vincent Charity Hall in Cleveland, Ohio, a BOARD approved treatment provider, and Craig Pratt, M.D., of Harding Hospital in Worthington, Ohio, a BOARD approved treatment provider, have provided written reports indicating that DOCTOR DAY'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.

- E. RICHARD G. DAY, M.D., STATES, and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES, that DOCTOR DAY has fulfilled the conditions for reinstatement of his certificate to practice medicine and surgery in the State of Ohio, as established in the November 12, 1997 Consent Agreement between RICHARD G. DAY, M.D., and THE STATE MEDICAL BOARD OF 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, the certificate of RICHARD G. DAY, M.D., to practice medicine and surgery in the State of Ohio shall be reinstated, and RICHARD G. DAY, M.D., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following PROBATIONARY terms, conditions and limitations:

1. DOCTOR DAY, shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR DAY shall submit quarterly declarations under penalty of BOARD disciplinary action or criminal prosecution, stating whether there has been compliance with all the conditions of this CONSENT AGREEMENT. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which the consent agreement becomes effective, provided that if the effective date is on or after the 16th day of the month, the first quarterly declaration must be received in the Board's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the BOARD's offices on or before the first day of every third month;
3. DOCTOR DAY shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed by the BOARD.

If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled. (Example: The first quarterly appearance is scheduled for February, but based upon the doctor's serious personal illness he is permitted to delay appearance until April. The next appearance will still be scheduled for May, three months after the appearance as originally scheduled.) Although the BOARD will normally give DOCTOR DAY written notification of scheduled appearances, it is DOCTOR DAY's responsibility to know when personal appearances will occur. If he does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, DOCTOR DAY shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

4. In the event that DOCTOR DAY should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR DAY must notify the BOARD in writing of the dates of departure and return. Periods of time spent outside Ohio will not apply to the reduction of this period under the CONSENT AGREEMENT, unless otherwise determined by motion of the

BOARD in instances where the BOARD can be assured that probationary monitoring is otherwise being performed;

5. In the event DOCTOR DAY is found by the Secretary of the BOARD to have failed to comply with any provision of this CONSENT AGREEMENT, and is so notified of that deficiency in writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under the CONSENT AGREEMENT;

MONITORING OF REHABILITATION AND TREATMENT

Drug Associated Restrictions

6. DOCTOR DAY may prescribe, but shall not administer, dispense, order (except by written or verbal patient-specific orders), or possess (except as allowed under Paragraph 8 below) any controlled substances as defined by state or federal law;
7. DOCTOR DAY shall keep a log of all controlled substances prescribed, to include those prescribed by written or verbal patient-specific orders. Further, in the event that the Board agrees at a future date to modify this CONSENT AGREEMENT to allow DOCTOR DAY to dispense or administer controlled substances, DOCTOR DAY shall keep a log of all controlled substances prescribed, dispensed or administered. Such logs shall be submitted in the format approved by the BOARD thirty (30) days prior to DOCTOR DAY's personal appearance before the BOARD or its designated representative, or as otherwise directed by the BOARD;

Sobriety

8. DOCTOR DAY shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of DOCTOR DAY's history of chemical dependency;
9. DOCTOR DAY shall abstain completely from the use of alcohol;

Drug and Alcohol Screens/Supervising Physician

10. DOCTOR DAY shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR DAY shall ensure that all screening reports are forwarded directly to the BOARD on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board;

Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR DAY shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR DAY shall submit the required urine specimens. The supervising physician shall ensure that the urine specimens are obtained on a random basis, that the giving of the specimen is witnessed by a reliable person, and that appropriate control over the specimen is maintained. In addition, the supervising physician shall immediately inform the BOARD of any positive screening results;

DOCTOR DAY shall ensure that the supervising physician provides quarterly reports to the BOARD, on forms approved or provided by the BOARD, verifying whether all urine screens have been conducted in compliance with this CONSENT AGREEMENT, whether all urine screenings have been negative, and whether the supervising physician remains willing and able to continue in his responsibilities;

In the event that the designated supervising physician becomes unable or unwilling to so serve, DOCTOR DAY must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR DAY shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefore;

All screening reports and supervising physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR DAY's quarterly declaration. It is DOCTOR DAY's responsibility to ensure that reports are timely submitted;

11. The BOARD retains the right to require, and DOCTOR DAY agrees to submit, blood or urine specimens for analysis at DOCTOR DAY's expense upon the BOARD's request and without prior notice. DOCTOR DAY'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. Prior to engaging in any medical practice or employment related to the health care fields, DOCTOR DAY shall submit for the BOARD's prior approval the name of a monitoring physician, who shall review DOCTOR DAY's patient charts and shall submit a written report of such review to the BOARD on a quarterly basis. Such chart review may be done on a random basis, with the frequency and number of charts reviewed to be determined by the BOARD. It shall be DOCTOR DAY's responsibility to ensure that the monitoring physician's quarterly reports are submitted to the BOARD on a timely basis;

Further, the monitoring physician shall otherwise monitor DOCTOR DAY and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR DAY shall ensure that such reports are forwarded to the BOARD on a quarterly basis. In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, DOCTOR DAY must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR DAY shall further ensure that the previously designated monitoring physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefore;

All monitoring physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR DAY's quarterly declaration. It is DOCTOR DAY's responsibility to ensure that reports are timely submitted;

Rehabilitation Program

13. DOCTOR DAY shall maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, no less than five (5) times per week. Substitution of any other specific program must receive prior BOARD approval;

DOCTOR DAY shall submit with each quarterly declaration required under Paragraph 2 of this CONSENT AGREEMENT acceptable documentary evidence of continuing compliance with this program;

Additional Assessment

14. In May 1999 and in May 2000, DOCTOR DAY shall submit to an assessment by Craig Pratt, M.D., for purposes of determining whether any additional treatment is needed. Within thirty (30) days after each such assessment, DOCTOR DAY shall provide to the BOARD a written report of assessment from Dr. Pratt.

In the event that Dr. Pratt is unable or unwilling to conduct such assessments, the assessments shall be conducted by another psychiatrist approved in advance by the Board. All assessments will be at DOCTOR DAY's own expense;

Additional Treatment or Monitoring

15. If Dr. Pratt, or another assessing psychiatrist, recommends that DOCTOR DAY undergo any type of treatment, DOCTOR DAY shall submit to the BOARD for its prior approval the name and qualifications of a psychiatrist or

psychologist of his choice, along with a plan of treatment developed by that psychiatrist or psychologist. DOCTOR DAY shall provide the psychiatrist or psychologist with copies of his November 12, 1997 Consent Agreement and this Consent agreement, as well as with the assessment required by Paragraph 14 above. The plan of treatment shall incorporate the recommendations of the assessment required by Paragraph 14 above.

Upon approval by the BOARD of the psychiatrist or psychologist and the plan of treatment, DOCTOR DAY shall commence treatment in accordance with that plan by the approved psychiatrist or psychologist at such intervals as are deemed appropriate by the treating psychiatrist or psychologist, but not less than once per month.

Further, the treating psychiatrist or psychologist shall provide the BOARD with quarterly reports on DOCTOR DAY's compliance with the treatment plan, and his progress. DOCTOR DAY shall ensure that such reports are forwarded to the BOARD on a quarterly basis. In the event that the designated treating psychiatrist or psychologist becomes unable or unwilling to serve in this capacity, DOCTOR DAY must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another treating psychiatrist or psychologist as soon as practicable. DOCTOR DAY shall further ensure that the previously designated treating psychiatrist or psychologist also notifies the BOARD directly of the inability to continue to serve and the reasons therefore;

Approval of Employment

16. DOCTOR DAY shall obtain the prior approval of the BOARD for any medical practice or employment related to the health care fields. 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;

Aftercare

17. DOCTOR DAY shall maintain continued compliance with the terms of the aftercare contract entered into with his treatment provider, provided, that where terms of the aftercare contract conflict with terms of this CONSENT AGREEMENT, the terms of this CONSENT AGREEMENT shall control;

Releases

18. DOCTOR DAY 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

19. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR DAY shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide physician services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, DOCTOR DAY shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to provide physician services, or applies for or receives training, and the chief of staff at each hospital where he applies for or obtains privileges or appointments; and,
20. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR DAY shall provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds a license to practice. DOCTOR DAY further agrees to provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for licensure or reinstatement of licensure. Further, DOCTOR DAY shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

FAILURE TO COMPLY

21. Any violation of Paragraph 8 or Paragraph 9 of this Agreement shall constitute grounds to revoke or permanently revoke DOCTOR DAY's certificate. DOCTOR DAY agrees that the minimum discipline for such a violation shall include actual license suspension. This paragraph does not limit the BOARD's authority to suspend, revoke or permanently revoke DOCTOR DAY's certificate based on other violations of this Consent Agreement.
22. DOCTOR DAY AGREES that if any declaration or report required by this agreement is not received in the BOARD'S offices on or before its due date, DOCTOR DAY shall cease practicing beginning the day next following receipt from the BOARD of notice of non-receipt, either by writing, by telephone, or by personal contact until the declaration or report is received in the BOARD offices. Any practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.

23. DOCTOR DAY AGREES that if, without prior permission from the BOARD, he fails to submit to random screenings for drugs and alcohol at least as frequently as required by Paragraph 10 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation and shall refrain from practicing for thirty (30) days for the first instance of a single missed screen. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.
24. DOCTOR DAY AGREES that if he fails to participate in an alcohol and drug rehabilitation program at least as frequently as required by Paragraph 13 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation, and shall refrain from practicing for fifteen (15) days following a first missed meeting. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.

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

If the Secretary and Supervising Member of the BOARD determine that there is clear and convincing evidence that DOCTOR DAY has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR DAY 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(D), Ohio Revised Code.

DURATION/MODIFICATION OF TERMS

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

ACKNOWLEDGMENTS/LIABILITY RELEASE

DOCTOR DAY acknowledges that he has had an opportunity to ask questions concerning the terms of this CONSENT AGREEMENT and that all questions asked have been answered in a satisfactory manner.

Any action initiated by the BOARD based on alleged violations of this CONSENT

AGREEMENT shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

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

This CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

EFFECTIVE DATE

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

Richard G. Day M.D.
RICHARD G. DAY, M.D.

Anand G. Garg, M.D. R20
ANAND G. GARG, M.D.
Secretary

4/2/98
DATE

4/9/98
DATE

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

Anne C. Berry Strait, Esq.
ANNE C. BERRY STRAIT, ESQ.
Assistant Attorney General

4/8/98
DATE

**CONSENT AGREEMENT
BETWEEN
RICHARD G. DAY, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

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

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

- A. The STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(A), 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 "fraud, misrepresentation, or deception in applying for or securing any license or certificate issued by the board." Further, THE STATE MEDICAL BOARD OF OHIO 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 violations of Section 4731.22(B)(5), Ohio Revised Code, "publishing a false, fraudulent, deceptive, or misleading statement," and Section 4731.22(B)(26), Ohio Revised Code, "(i)mpairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice."
- B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violations of Sections 4731.22(A), (B)(5), and (B)(26), Ohio Revised Code, as detailed in paragraphs D, E, and F 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. RICHARD G. DAY, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- D. RICHARD G. DAY, M.D., ADMITS that he suffers from poly-substance dependence, including alcohol dependence, benzodiazepine dependence, and opioid dependence. DOCTOR DAY further ADMITS that his history of substance abuse is a lengthy one, dating to at least 1984.

Further RICHARD DAY, M.D. ADMITS that he received residential treatment for alcohol and benzodiazepine dependence and withdrawal at Shepherd Hill Hospital in Newark, Ohio, a BOARD approved treatment facility, from on or about January 10, 1994, to on or about February 21, 1994, at which time he was discharged to the Central Ohio Recovery Residence of Shepherd Hill Hospital for further treatment. DOCTOR DAY further ADMITS that after approximately four days at the Central Ohio Recovery Residence he left treatment against medical advice.

DOCTOR DAY further ADMITS that he suffered a relapse of his chemical dependency shortly after leaving the Central Ohio Recovery Residence in 1994, and further ADMITS that such use continued until, after being the subject of an intervention in late September 1997, he agreed to seek treatment for his chemical dependency.

DOCTOR DAY further ADMITS that after presenting to Talbot Hall at Park Medical Center, a BOARD approved treatment facility, on or about September 29, 1997, he was referred to Harding Hospital, a BOARD approved treatment facility, for further evaluation and treatment.

DOCTOR DAY further ADMITS that later that same day he was admitted to Harding Hospital's Crisis Stabilization Unit for inpatient treatment for alcohol and benzodiazepine withdrawal and poly-substance dependence, and further ADMITS that he was transferred to The Ohio State University Medical Center after experiencing a grand mal seizure associated with his withdrawal.

DOCTOR DAY further ADMITS that he was transferred back to Harding Hospital's Crisis Stabilization Unit on October 2, 1997, and that he was discharged to residential care at the Harding Addiction Recovery Center on October 7, 1997, for further detoxification and treatment regarding his

poly-substance dependence. DOCTOR DAY further ADMITS that such treatment continues to date.

- E. Further, RICHARD G. DAY, M.D., ADMITS that in completing his application cards for renewal of his certificate to practice medicine or surgery for the 1994-1996 biennial registration period and the 1996-1998 biennial registration period, he answered "No" to Question 3 which asks "At any time since signing your last application for renewal of your certificate have you been addicted to or dependent upon alcohol or any chemical substance; or been treated for, or been diagnosed as suffering from, drug or alcohol dependency or abuse?" DOCTOR DAY further ADMITS that he signed such application cards certifying that the information provided on the applications for renewal was true and correct in every respect.

DOCTOR DAY further ADMITS that he had, in fact, since signing his last applications for renewal, been addicted to or dependent upon alcohol, and treated for, or diagnosed as suffering from, alcohol dependency or abuse.

DOCTOR DAY further ADMITS that at the time he signed such applications he had not successfully completed treatment at a program approved by this Board and subsequently adhered to all statutory requirements as contained in Section 4731.224 and 4731.25, Ohio Revised Code, and related provisions, and was not currently enrolled in a Board approved program.

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

1. The certificate of DOCTOR DAY to practice medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time, but not less than three (3) months;
2. DOCTOR DAY shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of DOCTOR DAY's history of chemical dependency;

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

If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled. (Example: The first quarterly appearance is scheduled for February, but based upon the doctor's serious personal illness he is permitted to delay appearance until April. The next appearance will still be scheduled for May, three months after the appearance as originally scheduled.) Although the BOARD will normally give DOCTOR DAY

written notification of scheduled appearances, it is DOCTOR DAY's responsibility to know when personal appearances will occur. If he does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, DOCTOR DAY shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

7. DOCTOR DAY shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR DAY shall ensure that all screening reports are forwarded directly to the BOARD on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board;

Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR DAY shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR DAY shall submit the required urine specimens. The supervising physician shall ensure that the urine specimens are obtained on a random basis, that the giving of the specimen is witnessed by a reliable person, and that appropriate control over the specimen is maintained. In addition, the supervising physician shall immediately inform the BOARD of any positive screening results;

DOCTOR DAY shall ensure that the supervising physician provides quarterly reports to the BOARD, on forms approved or provided by the BOARD, verifying whether all urine screens have been conducted in compliance with this CONSENT AGREEMENT, whether all urine screenings have been negative, and whether the supervising physician remains willing and able to continue in his responsibilities;

In the event that the designated supervising physician becomes unable or unwilling to so serve, DOCTOR DAY must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR DAY shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefore;

All screening reports and supervising physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR DAY's quarterly declaration. It is DOCTOR DAY's responsibility to ensure that reports are timely submitted;

8. THE BOARD shall not consider reinstatement of DOCTOR DAY's certificate to practice medicine and surgery unless and until all of the following conditions are met:
 - a. DOCTOR DAY shall submit an application for reinstatement, accompanied by appropriate fees, if any;
 - b. DOCTOR DAY shall demonstrate to the satisfaction of the BOARD that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
 - i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that DOCTOR DAY has successfully completed any required inpatient treatment;
 - ii. Evidence of continuing full compliance with an aftercare contract or consent agreement;
 - iii. Two written reports indicating that DOCTOR DAY's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. The reports shall be made by individuals or providers approved by the BOARD for making such assessments and shall describe the basis for this determination.
 - c. DOCTOR DAY shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the BOARD or, if the BOARD and DOCTOR DAY are unable to agree on the terms of a written CONSENT AGREEMENT, then DOCTOR DAY further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code.

Further, upon reinstatement of DOCTOR DAY's certificate to practice medicine and surgery in this state, the BOARD shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board

Order after a hearing conducted pursuant to Chapter 119. of the Revised Code and, upon termination of the consent agreement or Board Order, submission to the BOARD for at least two years of annual progress reports made under penalty of BOARD disciplinary action or criminal prosecution stating whether DOCTOR DAY has maintained sobriety.

9. In the event that DOCTOR DAY has not been engaged in the active practice of medicine and surgery for a period in excess of two years prior to application for reinstatement, the BOARD may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of DOCTOR DAY's fitness to resume practice.
10. Within thirty (30) days of the effective date of this Agreement, DOCTOR DAY shall provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds a license to practice. DOCTOR DAY further agrees to provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for licensure or reinstatement of licensure. Further, DOCTOR DAY shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.
11. Within thirty (30) days of the effective date of this Agreement, DOCTOR DAY shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide physician services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments.

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

If, in the discretion of the Secretary and Supervising Member of THE STATE MEDICAL BOARD OF OHIO, DOCTOR DAY appears to have violated or breached any term or condition of this Agreement, THE STATE MEDICAL BOARD OF OHIO reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Agreement.

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

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

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

This CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the Secretary and Supervising Member and that it shall become effective upon the last date of signature below.

Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

Richard G. Day M.D.
RICHARD G. DAY, M.D.

11/5/97
Date

Thomas E. Gretter M.D.
Thomas E. Gretter M.D.
Secretary

11/12/97
Date

Raymond J. Albert
Raymond J. Albert
Supervising Member

11/12/97
Date

Anne C. Strait, Esq.
Anne C. Strait, Esq.
Assistant Attorney General

11/12/97
Date