

**CONSENT AGREEMENT  
BETWEEN  
JOSEPH MARTIN PASTOR, M.D.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

JOSEPH MARTIN PASTOR, 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.

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

- A. THE STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(B)(26), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice."
- B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph D of the December 3, 1997, Consent Agreement between JOSEPH MARTIN PASTOR, 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. JOSEPH MARTIN PASTOR, M.D., is applying for reinstatement of his license to practice medicine and surgery in the State of Ohio.
- D. JOSEPH MARTIN PASTOR, M.D., ADMITS that he has been diagnosed with alcohol dependence and dysthymic disorder.

DOCTOR PASTOR further ADMITS that he completed his second inpatient treatment for alcohol dependence at Glenbeigh Health Sources, a Board approved treatment provider in Rock Creek, Ohio, on December 18, 1997.

DOCTOR PASTOR further ADMITS that his discharge recommendations from Glenbeigh Health Sources included participation in continuing care, attendance at no less than 5 five AA meetings per week for three years participation in individual counseling for treatment of his dysthymic disorder, and monitoring by the Ohio Physician's Effectiveness Program.

- E. DOCTOR PASTOR STATES and the STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that Glenbeigh Health Sources has submitted documentation stating that DOCTOR PASTOR successfully completed inpatient treatment, and that he is currently participating in the twelve week continuing care program at that facility.

DOCTOR PASTOR further STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that DOCTOR PASTOR entered into a monitoring contract with the Ohio Physician's Effectiveness Program on December 18, 1997.

DOCTOR PASTOR further STATES that he is in compliance with all of the terms of his continuing care contract with Glenbeigh Health Sources, and his advocacy contract with the Ohio Physician's Effectiveness Program.

- F. DOCTOR PASTOR further STATES and the STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that Chester Prusinski, D.O., Medical Director of Glenbeigh Health Sources, has submitted a report stating that DOCTOR PASTOR is in a satisfactory stage of recovery and is fit to function in his capacity as a physician.

DOCTOR PASTOR further STATES and the STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that he obtained an evaluation of his ability to practice from Chris Adelman, M.D., of Rosary Serenity Center at St. Vincent Charity Hospital, a Board approved treatment provider in Cleveland, Ohio, and that Dr. Adelman has submitted a report stating that DOCTOR PASTOR is in recovery at this time and is safe to practice medicine.

- G. DOCTOR PASTOR further STATES and the STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that DOCTOR PASTOR has complied with all of the reinstatement terms and conditions of his December 1997 Consent Agreement with the Board.

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 JOSEPH MARTIN PASTOR, M.D., to practice medicine and surgery in the State of Ohio shall be reinstated, and JOSEPH MARTIN PASTOR, M.D., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, to the following PROBATIONARY terms, conditions and limitations:

1. DOCTOR PASTOR, shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR PASTOR 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 PASTOR 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 PASTOR written notification of scheduled appearances, it is DOCTOR PASTOR'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 PASTOR shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

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

6. DOCTOR PASTOR 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 PASTOR's history of chemical dependency;
7. DOCTOR PASTOR shall abstain completely from the use of alcohol;
8. DOCTOR PASTOR shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR PASTOR 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 PASTOR shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR PASTOR 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 PASTOR 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 PASTOR must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR PASTOR 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 PASTOR's quarterly declaration. It is DOCTOR PASTOR's responsibility to ensure that reports are timely submitted;

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

10. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR PASTOR shall submit for the BOARD's prior approval the name of a monitoring physician, who shall monitor DOCTOR PASTOR and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR PASTOR 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 PASTOR must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR PASTOR 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 PASTOR's quarterly declaration. It is DOCTOR PASTOR's responsibility to ensure that reports are timely submitted;

11. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR PASTOR shall undertake and 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 PASTOR shall submit with each quarterly declaration required under Paragraph 2 of this CONSENT AGREEMENT acceptable documentary evidence of continuing compliance with this program;

12. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR PASTOR shall submit to the BOARD for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the BOARD, DOCTOR PASTOR shall undergo and continue individual counseling weekly or as otherwise directed by the BOARD. The weekly individual counseling shall be conducted by the psychiatrist, or by a psychologist or counselor working in collaboration with the psychiatrist. DOCTOR PASTOR shall comply with treatment plan as prescribed by his psychiatrist, psychologist, and counselor. DOCTOR PASTOR shall ensure that psychiatric reports are forwarded by his treatment provider to the BOARD on a quarterly basis, or as otherwise directed by the BOARD. It is DOCTOR PASTOR's responsibility to ensure that quarterly reports are received in the BOARD's offices no later than the due date for DOCTOR PASTOR's quarterly declaration;

13. DOCTOR PASTOR 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;
14. DOCTOR PASTOR 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;
15. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR PASTOR 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 PASTOR 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;
16. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR PASTOR 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 PASTOR 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 PASTOR shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt;
17. Any violation of Paragraph 6 or Paragraph 7 of this Agreement shall constitute grounds to revoke or permanently revoke DOCTOR PASTOR's certificate. DOCTOR PASTOR 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 PASTOR's certificate based on other violations of this Consent Agreement;
18. DOCTOR PASTOR 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 PASTOR 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;

19. DOCTOR PASTOR 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 8 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; and
20. DOCTOR PASTOR AGREES that if he fails to participate in an alcohol and drug rehabilitation program at least as frequently as required by Paragraph 11 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.

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.

If, in the discretion of the Secretary and Supervising Member of the BOARD, DOCTOR PASTOR 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 PASTOR has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR PASTOR 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.

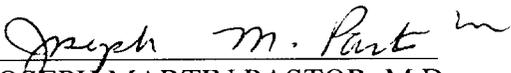
DOCTOR PASTOR acknowledges that he has had an opportunity to ask questions concerning the terms of this CONSENT AGREEMENT and that all questions asked have been answered in a satisfactory manner.

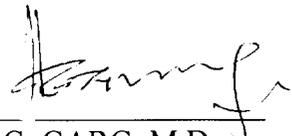
Any action initiated by the BOARD based on alleged violations of this CONSENT AGREEMENT shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

DOCTOR PASTOR 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.

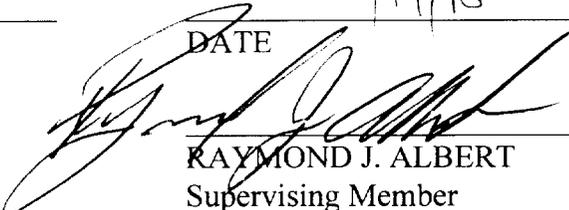
This CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the Secretary and Supervising Member and that it shall become effective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

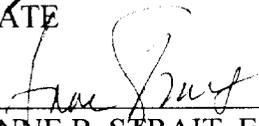
Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

  
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JOSEPH MARTIN PASTOR, M.D.

  
\_\_\_\_\_  
ANAND G. GARG, M.D.  
Secretary

1-13-98  
DATE

1/14/98  
DATE  
  
\_\_\_\_\_  
RAYMOND J. ALBERT  
Supervising Member

1/14/98  
DATE  
  
\_\_\_\_\_  
ANNE B. STRAIT, ESQ.  
Assistant Attorney General

1/14/98  
DATE

**CONSENT AGREEMENT  
BETWEEN  
JOSEPH MARTIN PASTOR, M.D.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

JOSEPH MARTIN PASTOR, 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(B)(26), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice."
- B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as detailed in paragraph D 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. JOSEPH MARTIN PASTOR, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- D. JOSEPH MARTIN PASTOR, M.D., ADMITS that from September 13, 1997, through September 19, 1997, he received day treatment for alcoholism at The Cleveland Clinic Foundation, a Board approved treatment provider in Cleveland, Ohio.

DOCTOR PASTOR further ADMITS that from September 25, 1997, through October 16, 1997, he received inpatient treatment for alcoholism

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at Glenbeigh Health Sources, a Board approved treatment provider in Rock Creek, Ohio.

DOCTOR PASTOR further ADMITS that his discharge treatment recommendations from Glenbeigh Health Sources included participation in Intensive Outpatient Treatment and enrollment with the Ohio Physician's Effectiveness Program.

DOCTOR PASTOR further ADMITS that on October 18, 1997, he suffered a relapse and failed to follow-up with the aforementioned treatment recommendations.

DOCTOR PASTOR STATES and the STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that on October 29, 1997, DOCTOR PASTOR notified the Board that he was re-admitted to Glenbeigh Health Sources on October 27, 1997, and that he has been on an indefinite medical leave and has not had any clinical responsibilities since September 8, 1997.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, JOSEPH MARTIN PASTOR, 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 PASTOR to practice medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time;
2. DOCTOR PASTOR 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 PASTOR's history of chemical dependency;
3. DOCTOR PASTOR shall abstain completely from the use of alcohol;
4. DOCTOR PASTOR 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 PASTOR'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

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STATE MEDICAL BOARD OF OHIO

and are confidential pursuant to statute. DOCTOR PASTOR 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 PASTOR 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 PASTOR written notification of scheduled appearances, it is DOCTOR PASTOR'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 PASTOR shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

6. DOCTOR PASTOR shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR PASTOR 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 PASTOR shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR PASTOR 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;

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

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

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 PASTOR's quarterly declaration. It is DOCTOR PASTOR's responsibility to ensure that reports are timely submitted;

7. The BOARD shall not consider reinstatement of DOCTOR PASTOR's certificate to practice medicine and surgery unless and until all of the following conditions are met:
- a. DOCTOR PASTOR shall submit an application for reinstatement, accompanied by appropriate fees, if any;
  - b. DOCTOR PASTOR 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 PASTOR 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 PASTOR's ability to practice has been assessed and that he has been

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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 PASTOR shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the BOARD or, if the BOARD and DOCTOR PASTOR are unable to agree on the terms of a written CONSENT AGREEMENT, then DOCTOR PASTOR 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 PASTOR'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 PASTOR has maintained sobriety.

8. In the event that DOCTOR PASTOR 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 PASTOR's fitness to resume practice.
9. Within thirty (30) days of the effective date of this Agreement, DOCTOR PASTOR 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 PASTOR 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 PASTOR shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

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10. Within thirty (30) days of the effective date of this Agreement, DOCTOR PASTOR 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 PASTOR 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 PASTOR 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 PASTOR 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.

JOSEPH MARTIN PASTOR, M.D.  
CONSENT AGREEMENT  
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Joseph M. Pastor  
JOSEPH MARTIN PASTOR, M.D.

11-28-97  
DATE

Thomas E. Grepper  
THOMAS E. GREPPER, M.D.  
Secretary

12/3/97  
DATE

Raymond J. Albert  
RAYMOND J. ALBERT  
Supervising Member

12/3/97  
DATE

Anne B. Strait  
ANNE B. STRAIT, ESQ.  
Assistant Attorney General

12/3/97  
DATE

12/3/97 PM 12:31