

STEP II
CONSENT AGREEMENT
BETWEEN
RICHARD MANVILLE HOFSTRA, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO

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

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

BASIS FOR ACTION

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

- A. THE STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(B)(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 E of the September 2000 Consent Agreement between RICHARD MANVILLE HOFSTRA, M.D., and THE STATE MEDICAL BOARD OF OHIO, a copy of which is attached hereto and incorporated herein, and based upon the stipulations set forth in Paragraphs D, E, F, and G, below. THE STATE MEDICAL BOARD OF OHIO 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 MANVILLE HOFSTRA, 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 September 2000 Consent Agreement.
- D. RICHARD MANVILLE HOFSTRA, M.D., STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that DOCTOR HOFSTRA has substantially complied with the reinstatement conditions as set forth in his September 2000 Consent Agreement.
- E. Pursuant to paragraph 8.b.i. of the September 2000 Consent Agreement, THE STATE MEDICAL BOARD OF OHIO received a letter on or about July 24, 2000, from The Cleveland Clinic Foundation, a Board approved treatment provider, which states that DOCTOR HOFSTRA has completed all required inpatient treatment.
- F. Pursuant to paragraph 8.b.ii. of the September 2000 Consent Agreement, THE STATE MEDICAL BOARD OF OHIO received a letter on or about October 5, 2000, from Gregory B. Collins, M.D., of The Cleveland Clinic Foundation, stating that DOCTOR HOFSTRA was in full compliance with all the terms and conditions of his aftercare contract.
- G. Pursuant to paragraph 8.b.iii. of the September 2000 Consent Agreement, RICHARD MANVILLE HOFSTRA, M.D., has obtained the following evaluations from Board approved treatment providers:
1. On or about October 2, 2000, THE STATE MEDICAL BOARD OF OHIO received an assessment report concerning DOCTOR HOFSTRA from Elaine Jones, R.N.C., CCDC III-E, Certified Psychiatric MHNs, at Edwin Shaw Hospital for Rehabilitation, a Board approved treatment provider. Ms. Jones stated that DOCTOR HOFSTRA provided documented evidence that he attends A.A. regularly. Ms. Jones also stated that DOCTOR HOFSTRA's prognosis is good if he continues to work as hard at his recovery as he has been, and that "there is no reason he should not be able to practice his medical profession."
 2. On or about October 5, 2000, THE STATE MEDICAL BOARD OF OHIO received an assessment report concerning DOCTOR HOFSTRA from Gregory B. Collins, M.D., of the Cleveland Clinic Foundation. Dr. Collins opined that DOCTOR HOFSTRA's prognosis is good, and that at the present time he saw no psychiatric contraindication to DOCTOR HOFSTRA's returning to the active practice of medicine.

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 MANVILLE HOFSTRA, M.D., to practice medicine and surgery in the State of Ohio shall be reinstated, and RICHARD MANVILLE HOFSTRA, 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 HOFSTRA shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR HOFSTRA 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 HOFSTRA 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 HOFSTRA written notification of scheduled appearances, it is DOCTOR HOFSTRA'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 HOFSTRA shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

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

Sobriety

6. DOCTOR HOFSTRA 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 HOFSTRA's history of chemical dependency;
7. DOCTOR HOFSTRA shall abstain completely from the use of alcohol;

Drug and Alcohol Screens/Supervising Physician

8. DOCTOR HOFSTRA shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR HOFSTRA 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 HOFSTRA shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR HOFSTRA shall submit the required urine specimens. In approving an individual to serve in this capacity, the BOARD will give preference to a physician who practices in the same locale as DOCTOR HOFSTRA. 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 HOFSTRA 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/her responsibilities;

In the event that the designated supervising physician becomes unable or unwilling to so serve, DOCTOR HOFSTRA must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR HOFSTRA 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 HOFSTRA's quarterly declaration. It is DOCTOR HOFSTRA's responsibility to ensure that reports are timely submitted;

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

10. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR HOFSTRA shall submit for the BOARD's prior approval the name of a monitoring physician, who shall review DOCTOR HOFSTRA's patient charts and shall submit a written report of such review to the BOARD on a quarterly basis. In approving an individual to serve in this capacity, the BOARD will give preference to a physician who practices in the same locale as DOCTOR HOFSTRA and who is engaged in the same or similar practice specialty. 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 HOFSTRA'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 HOFSTRA and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR HOFSTRA 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 HOFSTRA must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR HOFSTRA 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 HOFSTRA's quarterly declaration. It is DOCTOR HOFSTRA's responsibility to ensure that reports are timely submitted;

Rehabilitation Program

11. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR HOFSTRA shall maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, no less than three (3) times per week. Substitution of any other specific program must receive prior BOARD approval;

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

Aftercare

12. DOCTOR HOFSTRA shall maintain continued compliance with the terms of the aftercare contract entered into with the Cleveland Clinic Foundation, provided, that where terms of the aftercare contract conflict with terms of this CONSENT AGREEMENT, the terms of this CONSENT AGREEMENT shall control;

Releases

13. DOCTOR HOFSTRA 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

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

VIOLATION OF PROBATIONARY TERMS

16. Any violation of Paragraph 6 or Paragraph 7 of this CONSENT AGREEMENT shall constitute grounds to revoke or permanently revoke DOCTOR HOFSTRA's certificate. DOCTOR HOFSTRA 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 HOFSTRA's certificate based on other violations of this CONSENT AGREEMENT;
17. DOCTOR HOFSTRA AGREES that if any declaration or report required by this CONSENT AGREEMENT is not received in the BOARD's offices on or before its due date, DOCTOR HOFSTRA 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;

18. DOCTOR HOFSTRA 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,
19. DOCTOR HOFSTRA 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.

FAILURE TO COMPLY

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

DOCTOR HOFSTRA shall not request termination of this CONSENT AGREEMENT for a minimum of five (5) years. In addition, DOCTOR HOFSTRA shall not request modification to the probationary terms, limitations and conditions contained herein for at least one (1) 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

DOCTOR HOFSTRA 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 HOFSTRA 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 MANVILLE HOFSTRA, M.D.



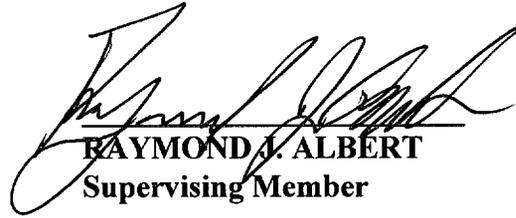
ANAND G. GARG, M.D.
Secretary

11/3/2000
DATE

11/8/00
DATE



JOHN R. IRWIN, M.D., J.D.
Attorney for Dr. HOFSTRA



RAYMOND J. ALBERT
Supervising Member

11/3/00
DATE

11/9/00
DATE



ANNE B. STRAIT, ESQ.
Assistant Attorney General

11/8/00
DATE

**STEP I
CONSENT AGREEMENT
BETWEEN
RICHARD MANVILLE HOFSTRA, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

STATE MEDICAL BOARD
OF OHIO
2000 AUG 28 P 12: 14

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

RICHARD MANVILLE HOFSTRA, 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.

STATE MEDICAL BOARD
OF OHIO
2000 SEP - 6 9: 21

BASIS FOR ACTION

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

- A. THE STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(B)(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 E below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.
- C. RICHARD MANVILLE HOFSTRA, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- D. RICHARD MANVILLE HOFSTRA, M.D., STATES that he is not licensed to practice medicine and surgery in any other state.

- E. RICHARD MANVILLE HOFSTRA, M.D., ADMITS that on June 19, 2000, he submitted to an examination at the Cleveland Clinic Foundation (CCF), a Board approved treatment provider, based upon the May 24, 2000, order of the Board pursuant to Section 4731.22(B)(26), Ohio Revised Code, which is attached hereto and incorporated herein. As a result of the evaluation, CCF determined that Dr. Hofstra suffered from chemical dependency (alcohol), and recommended that Dr. Hofstra enter into the mandatory twenty-eight day inpatient treatment.

RICHARD MANVILLE HOFSTRA, M.D., further ADMITS that he entered into inpatient treatment on June 21, 2000, and successfully completed inpatient treatment twenty-eight days later. In a letter dated July 20, 2000, Gregory B. Collins, M.D., of CCF informed the BOARD that Dr. Hofstra's aftercare contract included abstinence from all mood altering chemicals, including alcohol; three AA or self help meetings per week (documented), to include The Cleveland Clinic Caduceus Group for recovering physicians; no controlled substances to be prescribed to Dr. Hofstra without the prior consent of Dr. Collins or a representative staff member of the Cleveland Clinic Alcohol and Drug Recovery Center; ongoing enrollment with the Ohio Physician Effectiveness Program (OPEP); urine toxicology monitoring on a weekly random basis either through OPEP or through arrangements made by CCF; and Antabuse, 125mg per day.

AGREED CONDITIONS

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

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STATE MEDICAL BOARD
OF OHIO

SUSPENSION OF CERTIFICATE

1. The certificate of DOCTOR HOFSTRA to practice medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time;

Sobriety

2. DOCTOR HOFSTRA 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 HOFSTRA's history of chemical dependency;
3. DOCTOR HOFSTRA shall abstain completely from the use of alcohol;

Releases; Quarterly Declarations and Appearances

4. DOCTOR HOFSTRA 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 HOFSTRA'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 HOFSTRA 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 HOFSTRA 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 HOFSTRA 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 HOFSTRA written notification of scheduled appearances, it is DOCTOR HOFSTRA's responsibility to know when personal appearances will occur.

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STATE MEDICAL BOARD
OF OHIO

If he does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, DOCTOR HOFSTRA shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

Drug & Alcohol Screens; Supervising Physician

7. DOCTOR HOFSTRA shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR HOFSTRA 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 HOFSTRA shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR HOFSTRA shall submit the required urine specimens. In approving an individual to serve in this capacity, the BOARD will give preference to a physician who practices in the same locale as DOCTOR HOFSTRA. 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 HOFSTRA 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 HOFSTRA must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR HOFSTRA 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 HOFSTRA's quarterly declaration. It is DOCTOR HOFSTRA's responsibility to ensure that reports are timely submitted;

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STATE MEDICAL BOARD
OF OHIO

CONDITIONS FOR REINSTATEMENT

8. The BOARD shall not consider reinstatement of DOCTOR HOFSTRA's certificate to practice medicine and surgery unless and until all of the following conditions are met:
 - a. DOCTOR HOFSTRA shall submit an application for reinstatement, accompanied by appropriate fees, if any;
 - b. DOCTOR HOFSTRA 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 HOFSTRA 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 HOFSTRA'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 HOFSTRA shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the BOARD or, if the BOARD and DOCTOR HOFSTRA are unable to agree on the terms of a written CONSENT AGREEMENT, then DOCTOR HOFSTRA 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 HOFSTRA'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 HOFSTRA has maintained sobriety.

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

REQUIRED REPORTING BY LICENSEE

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

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

FAILURE TO COMPLY

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

ACKNOWLEDGMENTS/LIABILITY RELEASE

DOCTOR HOFSTRA 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.

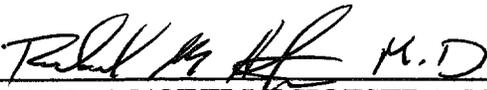
DOCTOR HOFSTRA hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code.

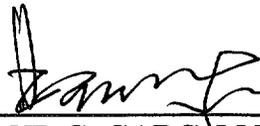
Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

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 shall become effective upon the last date of signature below.



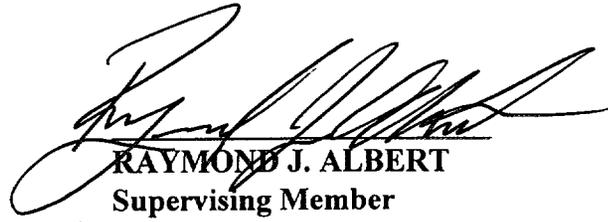
RICHARD MANVILLE HOFSTRA, M.D.



ANAND G. GARG, M.D.
Secretary

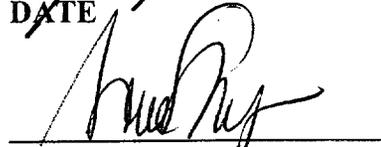
8/26/00
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09/13/00
DATE



RAYMOND J. ALBERT
Supervising Member

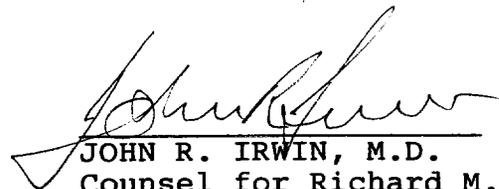
9/13/00
DATE



ANNE B. STRAIT, ESQ.
Assistant Attorney General

9/13/00
DATE

Rev. 10/99



JOHN R. IRWIN, M.D.
Counsel for Richard M. Hofstra, M.D.

9/1/00
DATE



State Medical Board of Ohio

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

May 24, 2000

Personal and Confidential

Richard Manville Hofstra, M.D.



Dear Doctor Hofstra:

The State Medical Board of Ohio has determined that it has reason to believe that you are in violation of Section 4731.22(B)(26), Ohio Revised Code, to wit: “[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.”

This determination is based upon one or more of the following reasons:

- (1) On or about November 4, 1990, you were arrested in Detroit, Michigan, for operating a motor vehicle while impaired with alcohol. You were pulled over for speeding and found to be intoxicated. You were convicted of this offense on or about June 28, 1991. As part of your sentence, you were required to attend Alcoholics Anonymous meetings
- (2) On or about April 16, 1997, you were arrested in Owosso, Michigan, for operating a motor vehicle while impaired by alcohol. You were convicted of this offense on or about June 16, 1997.
- (3) As a result of your April 16, 1997, arrest, you attended AA meetings and participated in a “Weekend Intervention Program” at Community Assessment Program, 5163 Broadway, Cleveland, Ohio 44127. On or about May 18, 1997, the Weekend Intervention Program Staff recommended that you “contact your benefits administrator of your insurance agency within the next 72 hours in order to arrange outpatient treatment services.”

By the authority vested in the State Medical Board of Ohio by Section 4731.22(B)(26), Ohio Revised Code, you are ordered to submit to an examination. This examination will take place at The Cleveland Clinic Foundation, 9500 Euclid Avenue, Cleveland,

Exam Letter
RICHARD MANVILLE HOFSTRA, M.D.
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Ohio 44195, phone number (216) 444-2970. You are to report to Dr. Gregory B. Collins, on June 19, 2000, at 8:00 a.m. at Building P, for a three-day in-patient evaluation.

Pursuant to Section 4731.22(B)(26), Ohio Revised Code, effective March 9, 1999, you are responsible for the expense of this evaluation. The total estimated cost of this evaluation is \$2,300.00. You must present a certified check or money order in this amount made payable to The Cleveland Clinic Foundation to the examiner prior to the beginning of the examination. Failure to present a certified check or money order in the amount specified to the examiner will result in the examination being canceled, and will be deemed by the Board to be a failure to submit to the examination as directed due to circumstances within your control.

Please be advised that failure to submit to this examination as directed constitutes an admission of the allegations against you unless the failure is due to circumstances beyond your control, and that a default and final order may thereupon be entered without the taking of testimony or presentation of evidence.

Copies of the applicable statute sections are enclosed for your information.

Very truly yours,



Anand G. Garg, M.D.
Secretary

AGG/bjs
Enclosures

CERTIFIED MAIL #Z 496 164 994
RETURN RECEIPT REQUESTED