

**STEP II
CONSENT AGREEMENT
BETWEEN
PATRICK BRIAN CESTONE, JR., M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Cestone 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)(26), Ohio Revised Code, for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice," and/or Section 4731.22(B)(10), Ohio Revised Code, "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed."
- B. The Board, on February 10, 2005, entered into a Step I Consent Agreement with Dr. Cestone [February 2005 Step I Consent Agreement]. A copy of the February 2005 Step I Consent Agreement between Dr. Cestone and the Board is attached hereto and fully incorporated herein. The Board enters into this Step II Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraphs E and F of the February 2005 Step I Consent Agreement, and Section 4731.22(B)(10), Ohio Revised Code, to wit: Illegal Processing of Drug Documents, Section 2925.23, Ohio Revised Code, and/or Possession of Drugs, Section 2925.11, Ohio Revised Code, as set forth in Paragraph E of the February 2005 Step I Consent Agreement and Paragraph E of this Step II Consent Agreement, 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. Cestone is applying for the reinstatement of his license to practice medicine and surgery in the State of Ohio, License # 35-070978, which is currently suspended pursuant to the terms of the above-referenced Step I Consent Agreement.
- D. Dr. Cestone states that he is not licensed to practice medicine and surgery in any state or jurisdiction other than Ohio.
- E. In Dr. Cestone's February Step I Consent Agreement, he admitted that, on or about January 18, 2005, he was notified by agents of the U.S. Drug Enforcement Agency and the Ohio Pharmacy Board that he was the subject of a criminal investigation and that he would be charged with committing the following felonies: Illegal Processing of Drug Documents, in violation of Section 2925.23, Ohio Revised Code, and Possession of Drugs, in violation of Section 2925.11, Ohio Revised Code. Dr. Cestone admits that, on or about February 28, 2005, in the Court of Common Pleas, Mahoning County, he entered pleas of guilty to the above-described charges as contained in a bill of information. Dr. Cestone further admits that, on or about April 26, 2005, the Court sentenced him to serve a period of two years of community control.
- F. Dr. Cestone admits that, on or about January 25, 2005, he entered inpatient or residential treatment at The Cleveland Clinic, a Board-approved treatment provider in Cleveland, Ohio, and that the treatment team at The Cleveland Clinic diagnosed him as being opiate dependent and determined that he was in need of treatment. Dr. Cestone admits, and the Board acknowledges receipt of information to support, that he successfully completed twenty-eight days of in-patient treatment for opiate dependence at The Cleveland Clinic. Further, Dr. Cestone states, and the Board acknowledges receipt of information to support, that Dr. Cestone entered into an aftercare contract, entitled "Treatment and Recovery Contract," with The Cleveland Clinic on February 22, 2005, and that he has remained compliant with the terms of said aftercare contract.
- G. Dr. Cestone states, and the Board acknowledges, that Gregory Collins, M.D., Section Head of the Alcohol and Drug Recovery Center of The Cleveland Clinic, has provided a written report indicating that Dr. Cestone's ability to practice has been assessed and that he has been found capable of practicing medicine and surgery according to acceptable and prevailing standards of care, so long as certain treatment and monitoring requirements are in place.
- H. Dr. Cestone states, and the Board acknowledges, that Ronald Scott, M.D., Medical Director of Neil Kennedy Recovery Center, a Board-approved treatment provider in

Youngstown, Ohio, has provided a written report indicating that Dr. Cestone'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.

- I. Dr. Cestone further states, and the Board acknowledges receipt of information to support, that Dr. Cestone entered into an agreement with the Ohio Physicians Health Program on or about March 14, 2005, which remains in effect to date.

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

1. Dr. Cestone shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio, and all terms of community control imposed by the Mahoning County Court of Common Pleas in criminal case number 05 CR 177.
2. Dr. Cestone 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 February 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. Cestone 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 February 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. Cestone 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. Cestone 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. Cestone 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. Cestone's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Cestone shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Cestone 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. Cestone to administer or personally furnish controlled substances, Dr. Cestone 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. Cestone's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Cestone 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. Cestone 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. Cestone's history of chemical dependency.
9. Dr. Cestone shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Supervising Physician

10. Dr. Cestone shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Cestone 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. Cestone shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

Dr. Cestone and the Board agree that the person or entity previously approved by the Board to serve as Dr. Cestone's supervising physician pursuant to the February 2005 Step I Consent Agreement is hereby approved to continue as Dr. Cestone's designated supervising physician under this Consent Agreement, unless within thirty days of the effective date of this Consent Agreement, Dr. Cestone submits to the Board for its prior approval the name and curriculum vitae of an alternative supervising physician to whom Dr. Cestone 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. Cestone. Dr. Cestone 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. Cestone's designated supervising physician, or to withdraw approval of any person or entity previously approved to serve as Dr. Cestone'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. Cestone 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. Cestone must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Cestone 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. Cestone's

quarterly declaration. It is Dr. Cestone's responsibility to ensure that reports are timely submitted.

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

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

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

Aftercare/ Physician Health Program

14. Dr. Cestone 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.
15. Dr. Cestone shall maintain continued compliance with the terms of the advocacy agreement entered into with the Ohio Physicians Health Program, or, if approved in advance by the Board, another physicians health program, provided that, where terms of the advocacy agreement conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Releases

16. Dr. Cestone 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

17. Within thirty days of the effective date of this Consent Agreement, Dr. Cestone 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. Cestone 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.
18. Within thirty days of the effective date of this Consent Agreement, Dr. Cestone 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. Cestone 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. Cestone shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

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

FAILURE TO COMPLY

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

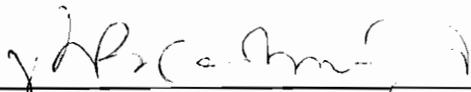
Dr. Cestone hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This Consent Agreement shall be considered a public record as that term is used in Section

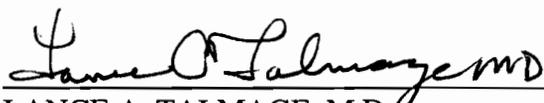
149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Cestone acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board 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.



PATRICK BRIAN CESTONE, JR., M.D.



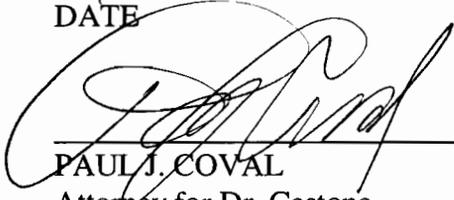
LANCE A. TALMAGE, M.D.
Secretary

9/11/05

DATE

9-14-05

DATE



PAUL J. COVAL
Attorney for Dr. Cestone



RAYMOND J. ALBERT
Supervising Member

9/2/05

DATE

9/14/05

DATE



KATHLEEN S. PETERSON
Enforcement Attorney

September 2, 2005

DATE

STEP I
CONSENT AGREEMENT
BETWEEN
PATRICK BRIAN CESTONE, JR., M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO

OHIO STATE MEDICAL BOARD

FEB 09 2005

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

Dr. Cestone 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)(26), Ohio Revised Code, for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice," and/or Section 4731.22(B)(10), Ohio Revised Code, "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(B)(26), Ohio Revised Code, and Section 4731.22(B)(10), Ohio Revised Code, to wit: Illegal Processing of Drug Documents, Section 2925.23, Ohio Revised Code, and/or Possession of Drugs, Section 2925.11, Ohio Revised Code, as set forth in Paragraphs 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. Such express reservation includes, but is not limited to, the right to institute formal proceedings based upon any violations related to patient care or involving criminal acts other than those specified as the basis for this consent agreement, as set forth in paragraphs B, E and F, regardless of whether the acts

STEP I CONSENT AGREEMENT
PATRICK BRIAN CESTONE, Jr., M.D.
PAGE 2

OHIO STATE MEDICAL BOARD

FEB 09 2005

underlying such additional violations are related to the violations of Sections 4731.22(B)(10) and/or (B)(26), Ohio Revised Code, as set forth below.

- C. Dr. Cestone is licensed to practice medicine and surgery in the State of Ohio, License # 35-070978.
- D. Dr. Cestone states that he is not licensed to practice medicine and surgery in any state other than Ohio.
- E. Dr. Cestone states that he had been prescribed opiates by his treating physicians for purposes of pain management after a motor vehicle accident in 2002. Dr. Cestone admits that, beginning approximately one year ago, he began to obtain Vicodin both from friends and by writing prescriptions in the name of a single patient/friend and then filling the prescriptions himself. Dr. Cestone further admits that, in or about July of 2004, he began writing prescriptions for Vicodin or Lorcet in his own name and forging the signature of one of his physician partners. Dr. Cestone admits that, during the time leading up to January 18, 2005, he was taking 80 to 100 milligrams of Vicodin or Lorcet per day. Dr. Cestone admits that, on or about January 18, 2005, he was notified by agents of the U.S. Drug Enforcement Agency and the Ohio Pharmacy Board that he was the subject of a criminal investigation and that he would be charged with committing the following felonies: Illegal Processing of Drug Documents, in violation of Section 2925.23, Ohio Revised Code, and Possession of Drugs, in violation of Section 2925.11, Ohio Revised Code. Dr. Cestone denies that he obtained opiates for self-use by any other means than those described above.
- F. Dr. Cestone admits that, on or about January 25, 2005, he entered inpatient or residential treatment at The Cleveland Clinic, a Board-approved treatment provider in Cleveland, Ohio, and that said inpatient or residential treatment continues to date. Dr. Cestone further admits that the treatment team at The Cleveland Clinic has diagnosed him as being opiate dependent and has determined that he is in need of treatment. Dr. Cestone admits that he is opiate dependent and that he is currently participating in The Cleveland Clinic's treatment plan, which includes his current inpatient or residential treatment. Dr. Cestone states that he has not previously had any treatment, inpatient or outpatient, for chemical dependence.

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

STEP I CONSENT AGREEMENT
PATRICK BRIAN CESTONE, Jr., M.D.
PAGE 3

OHIO STATE MEDICAL BOARD

FEB 09 2005

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Cestone to practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 180 days.

Sobriety

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

Releases: Quarterly Declarations and Appearances

4. Dr. Cestone 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. Cestone'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. Cestone 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. Cestone 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. Cestone 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

STEP I CONSENT AGREEMENT
 PATRICK BRIAN CESTONE, Jr., M.D.
 PAGE 4

OHIO STATE MEDICAL BOARD

FEB 09 2005

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

FEB-08-2005 09:44

OHIO MEDICAL BOARD

614 728 5946

P.05

STEP I CONSENT AGREEMENT
 PATRICK BRIAN CESTONE, Jr., M.D.
 PAGE 5

OHIO STATE MEDICAL BOARD

FEB 09 2005

Rehabilitation Program

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

CONDITIONS FOR REINSTATEMENT

9. The Board shall not consider reinstatement of Dr. Cestone's certificate to practice medicine and surgery until all of the following conditions are met:
- a. Dr. Cestone shall submit an application for reinstatement, accompanied by appropriate fees, if any.
 - b. Dr. Cestone shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
 - i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that Dr. Cestone has successfully completed at least twenty-eight days of in-patient or residential treatment for chemical dependence, as set forth in Rules 4731-16-02(B)(4)(a) and 4731-16-08(A)(13), Ohio Administrative Code.
 - 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. Cestone'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

STEP 1 CONSENT AGREEMENT
 PATRICK BRIAN CESTONE, Jr., M.D.
 PAGE 6

OHIO STATE MEDICAL BOARD

FEB 09 2005

otherwise have been approved in advance by the Board to provide an assessment of Dr. Cestone. Prior to the assessments, Dr. Cestone 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. Cestone, and any conditions, restrictions, or limitations that should be imposed on Dr. Cestone'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. Cestone shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Cestone are unable to agree on the terms of a written Consent Agreement, then Dr. Cestone 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. Cestone'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. Cestone 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. Cestone has maintained sobriety.

10. In the event that Dr. Cestone 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. Cestone's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

11. Within thirty days of the effective date of this Consent Agreement, Dr. Cestone 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. Cestone further agrees to provide a copy of this Consent Agreement by certified mail, return receipt requested, at time of application

STEP I CONSENT AGREEMENT
 PATRICK BRIAN CESTONE, Jr., M.D.
 PAGE 7

OHIO STATE MEDICAL BOARD

FEB 09 2005

to the proper licensing authority of any state in which he applies for any professional license or reinstatement of any professional license. Further, Dr. Cestone shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

12. Within thirty days of the effective date of this Consent Agreement, Dr. Cestone 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. Cestone shall provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments.

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

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Cestone 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. Cestone 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. Cestone 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. Cestone 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.

STEP I CONSENT AGREEMENT
PATRICK BRIAN CESTONE, Jr., M.D.
PAGE 8

OHIO STATE MEDICAL BOARD

FEB 09 2005

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.

Patrick Brian Cestone Jr.

PATRICK BRIAN CESTONE, JR., M.D.

Lance A. Talmage MD

LANCE A. TALMAGE, M.D.
Secretary

2-8-05
DATE

Paul J. Coval

PAUL J. COVAL
Attorney for Dr. Cestone

2-10-05
DATE

Raymond J. Albert

RAYMOND J. ALBERT
Supervising Member

2-7-05
DATE

2/10/05
DATE

Kathleen S. Peterson

KATHLEEN S. PETERSON
Enforcement Attorney

2/9/05
DATE