

STATE MEDICAL BOARD  
OF OHIO  
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**CONSENT AGREEMENT  
BETWEEN  
MARK A. SPEAR, M.D.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

MARK A. SPEAR, 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)(19), 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 "(i)nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills," as that clause is used in Section 4731.22(B)(19), Ohio Revised Code.
- 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)(19), 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. MARK A. SPEAR, M.D., is applying for licensure to practice medicine and surgery in the State of Ohio.
- D. MARK A. SPEAR, M.D. ADMITS that he has a medical history of severe major depression and mixed personality disorder, with borderline and naricissistic features (primary diagnosis).

DOCTOR SPEAR further ADMITS that in March 1990, after suffering from depression for many years, he began outpatient treatment with James

K. Shaw, M.D. DOCTOR SPEAR further ADMITS that he continued outpatient treatment with Dr. Shaw until March 1991 at which time he was referred by Dr. Shaw to The Christ Hospital in Cincinnati, Ohio, for inpatient treatment.

DOCTOR SPEAR further ADMITS that he received inpatient treatment at The Christ Hospital in Cincinnati, Ohio, from March 23, 1991, to May 20, 1991, for major depression. DOCTOR SPEAR further ADMITS that such treatment included psychotropic medications and full length psychotherapy sessions on a daily basis on a relationship insight level. DOCTOR SPEAR further ADMITS that upon release from The Christ Hospital he resumed outpatient treatment with Dr. Shaw and that such treatment continued until June 1992 when Dr. Shaw referred him to Harding Hospital in Worthington, Ohio, for long term inpatient hospitalization.

DOCTOR SPEAR further ADMITS that he received inpatient treatment at Harding Hospital in Worthington, Ohio, from July 1, 1992, to October 30, 1992, at which time he was discharged to the Adult Day Hospital Program. DOCTOR SPEAR further ADMITS that such inpatient and partial hospitalization treatment programs included individual and group psychotherapy, as well as aggressive pharmacotherapy. DOCTOR SPEAR further ADMITS that he attended weekly sessions with Dr. Shaw throughout his participation in the Adult Day Hospital Program.

DOCTOR SPEAR further ADMITS that since his discharge from the Adult Day Hospital Program on December 31, 1992, he has participated in outpatient sessions with Dr. Shaw up to three times per week and STATES that he has required no further hospitalizations. DOCTOR SPEAR further STATES that he has been on no psychotropic medications since 1993 and that he has been free of depression since mid-1995.

DOCTOR SPEAR STATES, and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES, that Dr. Shaw has reported to the Board that he has assessed DOCTOR SPEAR's ability to practice and found him capable of practicing according to acceptable and prevailing standards of care so long as he continues to receive appropriate psychiatric treatment.

Further, DOCTOR SPEAR STATES, and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES, that on or about November 11, 1996, DOCTOR SPEAR underwent a voluntary mental examination by Peter Boxer, M.D., a physician approved in advance by the Board to conduct this examination, and that Dr. Boxer thereafter reported to the Board that he had assessed DOCTOR SPEAR's ability to practice and

96 DEC 27 PM 3:05

STATE MEDICAL BOARD  
OF OHIO

found him capable of practicing according to acceptable and prevailing standards of care, so long as certain practice, treatment, and monitoring requirements are in place.

- E. On or about May 8, 1996, THE STATE MEDICAL BOARD OF OHIO approved a motion to require that DOCTOR SPEAR pass the Special Purpose Examination (SPEX) before receiving further consideration of his application for licensure. DOCTOR SPEAR STATES that he took the SPEX on October 3, 1996, and was thereafter notified of having received a passing score.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, MARK A. SPEAR, M.D., shall be granted a certificate to practice medicine and surgery in the State of Ohio upon receipt and appropriateness of necessary documentation, and knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following PROBATIONARY terms, conditions and limitations:

1. DOCTOR SPEAR shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR SPEAR 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 SPEAR 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 SPEAR

06 DEC 27 PM 3:05

STATE MEDICAL BOARD  
OF OHIO

CONSENT AGREEMENT

MARK A. SPEAR, M.D.

PAGE 4

written notification of scheduled appearances, it is DOCTOR SPEAR'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 SPEAR shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

4. In the event that DOCTOR SPEAR should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR SPEAR 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 SPEAR 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. For a period of at least one year, DOCTOR SPEAR's practice shall be limited to adult psychiatry in a setting in which other psychiatrists and mental health professionals practice;
7. DOCTOR SPEAR shall obtain the approval of the BOARD for any medical practice or employment related to the health care fields. The BOARD shall consider, among other factors, the type of practice and the adequacy and continuity of supervision, which will ensure the protection of the public, prior to approval or disapproval of the proposed employment;
8. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SPEAR shall submit for the BOARD's prior approval the name of a monitoring physician, who shall review DOCTOR SPEAR's patient charts and, for a period of at least one year, provide one-to-one supervision of DOCTOR SPEAR's cases. The monitoring physician shall submit a written report of such review and supervision to the BOARD on a quarterly basis. Such chart review may be done on a random basis, with the frequency and number of charts reviewed to be determined by the BOARD. It shall be DOCTOR SPEAR's responsibility to ensure that the monitoring physician's quarterly reports are submitted to the BOARD on a timely basis;

96 DEC 27 PM 3:05

STATE MEDICAL BOARD  
OF OHIO

CONSENT AGREEMENT

MARK A. SPEAR, M.D.

PAGE 5

Further, the monitoring physician shall otherwise monitor DOCTOR SPEAR and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR SPEAR 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 SPEAR must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR SPEAR shall further ensure that the previously designated monitoring physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefor;

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

9. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SPEAR 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 SPEAR shall undergo and continue psychiatric treatment no less than twice monthly, or as otherwise directed by the BOARD. DOCTOR SPEAR shall ensure that psychiatric reports are forwarded by his treating psychiatrist to the BOARD on a quarterly basis, or as otherwise directed by the BOARD. It is DOCTOR SPEAR's responsibility to ensure that quarterly reports are received in the BOARD's offices no later than the due date for DOCTOR SPEAR's quarterly declaration;
10. DOCTOR SPEAR shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treatment providers 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;
11. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SPEAR 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 SPEAR 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,

96 DEC 27 PM 3:05

STATE MEDICAL BOARD  
OF OHIO

and the chief of staff at each hospital where he applies for or obtains privileges or appointments; and,

12. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SPEAR 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 SPEAR 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 SPEAR shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.
13. DOCTOR SPEAR 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 SPEAR 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.

This CONSENT AGREEMENT shall remain in force for a minimum of two (2) 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 SPEAR 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 SPEAR has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR SPEAR 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.

95 DEC 27 PM 3:05  
SECRETARY OF STATE

CONSENT AGREEMENT  
MARK A. SPEAR, M.D.  
PAGE 7

DOCTOR SPEAR 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.

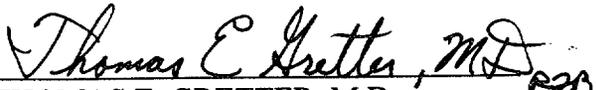
DOCTOR SPEAR hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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.

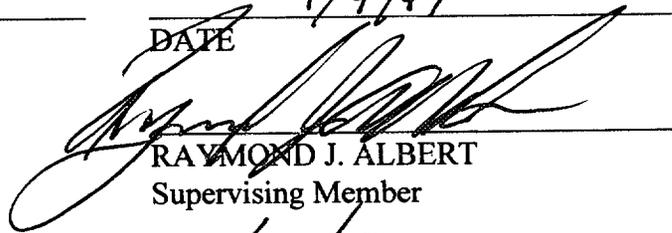
Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

  
MARK A. SPEAR, M.D.

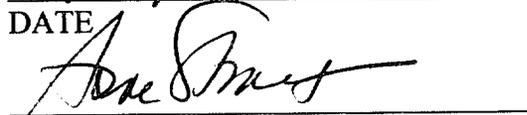
12.26.96  
DATE

  
THOMAS E. GRETTER, M.D.  
Secretary

1/9/97  
DATE

  
RAYMOND J. ALBERT  
Supervising Member

1/8/97  
DATE

  
ANNE C. BERRY STRAIT, ESQ.  
Assistant Attorney General

1/8/97  
DATE

STATE MEDICAL BOARD  
OF OHIO  
96 DEC 27 PM 3:05