

STATE MEDICAL BOARD
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**STEP II
CONSENT AGREEMENT
BETWEEN
BYRON CHRISTOPHER LEAK, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Leak 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 violation(s) of Section 4731.22(B)(26), Ohio Revised Code, "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice;" 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;" and/or Section 4731.22(B)(5), Ohio Revised Code, "[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatric medicine and surgery, or a limited branch of medicine; or in securing or attempting to secure any certificate to practice or certificate of registration issued by the board."

Further, the Board is empowered by Section 4731.22(A), Ohio Revised Code, to revoke or refuse to grant a certificate to a person found by the Board to have committed fraud during the administration of the examination for a certificate to practice or to have committed "fraud, misrepresentation, or deception in applying for or securing any certificate to practice or certificate of registration issued by the board."

- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Sections 4731.22(A), Ohio Revised Code, 4731.22(B)(5), Ohio Revised Code, 4731.22(B)(26), Ohio Revised Code, and 4731.22(B)(10), Ohio Revised Code, to wit: Deception to Obtain a Dangerous Drug, Section 2925.22, Ohio Revised Code, as set forth in Paragraph E of the Step I Consent Agreement Between Byron Christopher Leak, M.D., and the State Medical Board of Ohio, effective April 12, 2006 [April 2006 Step I Consent Agreement], and as set forth in Paragraph E below. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement. Such express reservation includes, but is not limited to, violations related to patient care or otherwise involving patients and/or third parties, regardless of whether the acts underlying such additional violations are related to the violations set forth herein, criminal acts other than as specifically referenced herein, and/or violations based on any methods used by Dr. Leak to obtain mood-altering drugs or controlled substances for self-use other than those particularly described in Paragraph E of the aforesaid April 2006 Step I Consent Agreement.

A copy of the April 2006 Step I Consent Agreement is attached hereto and incorporated herein.

- C. Dr. Leak is applying for reinstatement of his license to practice medicine and surgery in the State of Ohio, License # 35-085467, which was suspended pursuant to the terms of the above-referenced April 2006 Step I Consent Agreement.
- D. Dr. Leak states that he is not licensed to practice medicine and surgery in any other state or jurisdiction.
- E. Dr. Leak admits that following his relapse on alcohol in mid-November 2005, his relapse on Fentanyl from early December 2006 through February 2006, and his relapse on marijuana from on or about March 2, 2006, through March 5, 2006, he entered residential treatment on or about March 6, 2006, at The Cleveland Clinic Foundation [Cleveland Clinic], a Board-approved treatment provider in Cleveland, Ohio. Dr. Leak states, and the Board acknowledges receipt of information to support, that he successfully completed twenty-eight days of residential treatment concerning his chemical dependence and was discharged from the Cleveland Clinic on or about April 3, 2006.

Dr. Leak states, and the Board acknowledges receipt of information to support, that since being discharged from the Cleveland Clinic, he has remained compliant with the aftercare contract, entitled Treatment and Recovery Contract, he entered into with the Cleveland Clinic on April 3, 2006, including attending and participating in at least three 12-step meetings per week, attending at least one aftercare meeting per week, taking Naltrexone daily in appropriate doses, and attending case management visits

with Gregory B. Collins, M.D., Section Head, Alcohol and Drug Recovery Center at the Cleveland Clinic, or his representative on a monthly basis for two years, and submitting to weekly random drug and alcohol testing. Further, Dr. Leak admits that the aforementioned aftercare contract remains in effect to date.

Dr. Leak states, and the Board acknowledges, that Gregory B. Collins, M.D., has provided a written report indicating that Dr. Leak's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place. These conditions include that Dr. Leak continues to comply with the terms of his treatment and recovery contract with the Cleveland Clinic, which contract requires, in part, that Dr. Leak make case management visits with Dr. Collins or his representative on a monthly basis, and that he take Naltrexone on a daily basis. Dr. Leak further states, and the Board acknowledges, that Christopher Adelman, M.D., of St. Vincent Charity Hospital, a Board-approved treatment provider in Cleveland, Ohio, has provided a written report indicating that Dr. Leak's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place. Dr. Leak further states, and the Board acknowledges receipt of information to support, that Dr. Collins and Dr. Adelman have indicated that Dr. Leak may return to the specialty of anesthesia.

Accordingly, Dr. Leak states, and the Board acknowledges receipt of information to support, that Dr. Leak has fulfilled the conditions of reinstatement of his certificate to practice medicine and surgery in the State of Ohio, as established in the above-referenced April 2006 Step I Consent Agreement between Dr. Leak and the Board.

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

1. Dr. Leak shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Leak 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 April 2006 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. Leak 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 April 2006 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. Leak 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. Leak 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. Leak 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. Leak's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Leak shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Leak 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. Leak to administer or personally furnish controlled substances, Dr. Leak 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. Leak's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Leak 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. Leak 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. Leak's history of chemical dependency.
9. Dr. Leak shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Supervising Physician

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

Dr. Leak and the Board agree that the person or entity previously approved by the Board to serve as Dr. Leak's supervising physician pursuant to the April 2006 Step I Consent Agreement is hereby approved to continue as Dr. Leak's designated supervising physician under this Consent Agreement, unless within thirty days of the effective date of this Consent Agreement, Dr. Leak submits to the Board for its prior approval the name and curriculum vitae of an alternative supervising physician to whom Dr. Leak 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. Leak. Dr. Leak 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. Leak's designated supervising physician, or to withdraw approval of any person or entity previously approved to serve as Dr. Leak'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. Leak 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. Leak must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Leak 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. Leak's quarterly declaration. It is Dr. Leak's responsibility to ensure that reports are timely submitted.

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

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

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

Aftercare

14. Dr. Leak shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.
15. Dr. Leak shall maintain continued compliance with the terms of the aftercare contract entered into with his treatment provider, provided that, where terms of the aftercare contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Releases

16. Dr. Leak 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. Leak'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. Leak further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.

Required Reporting by Licensee

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

FAILURE TO COMPLY

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

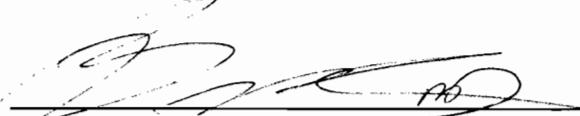
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Leak 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. Leak 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

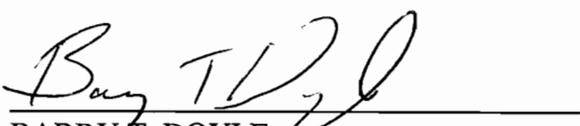
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.


BYRON CHRISTOPHER LEAK, M.D.


LANCE A. TALMAGE, M.D.
Secretary

7/26/07
DATE

8-9-07
DATE


BARRY T. DOYLE
Attorney for Dr. Leak


RAYMOND J. ALBERT
Supervising Member

7/26/07
DATE

8/8/07
DATE

Mark R. Blackmer
MARK R. BLACKMER
Enforcement Attorney

August 1, 2007
DATE

STATE MEDICAL BOARD
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**STEP I
CONSENT AGREEMENT
BETWEEN
BYRON CHRISTOPHER LEAK, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Leak 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 violation(s) of Section 4731.22(B)(26), Ohio Revised Code, "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice;" 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;" and/or Section 4731.22(B)(5), Ohio Revised Code, "[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatric medicine and surgery, or a limited branch of medicine; or in securing or attempting to secure any certificate to practice or certificate of registration issued by the board."

Further, the Board is empowered by Section 4731.22(A), Ohio Revised Code, to revoke or refuse to grant a certificate to a person found by the Board to have committed fraud during the administration of the examination for a certificate to practice or to have committed "fraud, misrepresentation, or deception in applying for or securing any certificate to practice or certificate of registration issued by the board."

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- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Sections 4731.22(A), Ohio Revised Code, 4731.22(B)(9), Ohio Revised Code, 4731.22(B)(26), Ohio Revised Code, and 4731.22(B)(10), Ohio Revised Code, to wit: Deception to Obtain a Dangerous Drug, Section 2925.22, Ohio Revised Code, as set forth in Paragraph E below. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement. Such express reservation includes, but is not limited to, violations related to patient care or otherwise involving patients and/or third parties, regardless of whether the acts underlying such additional violations are related to the violations set forth herein, criminal acts other than as specifically referenced herein, and/or violations based on any methods used by Dr. Leak to obtain mood-altering drugs or controlled substances for self-use other than those particularly described in Paragraph E below.
- C. Dr. Leak is licensed to practice medicine and surgery in the State of Ohio, License # 35-085467.
- D. Dr. Leak states that he is not licensed to practice medicine and surgery in any other state or jurisdiction.
- E. Dr. Leak states that in August 2005 he was referred by his residency program to The Cleveland Clinic Foundation [Cleveland Clinic], a Board-approved treatment provider in Cleveland, Ohio, for a chemical dependency evaluation because of concerns related to alcohol use. Dr. Leak admits that during the evaluation he submitted a urine specimen that tested positive for marijuana and Fentanyl. Dr. Leak further admits that he had begun using marijuana approximately twelve years prior to the evaluation and that his use gradually escalated until, from in or about 2002 until August 2005, during his post-medical school training, he was using marijuana on a weekly, and sometimes daily, basis. Dr. Leak further admits that while he denied during his initial evaluation that he had been using Fentanyl, he had in fact been self-administering that drug on an intermittent basis since in or about June 2004. Dr. Leak further admits that after being diagnosed with chemical dependency on marijuana and alcohol, he entered treatment for chemical dependency at the Cleveland Clinic on or about August 1, 2005. Dr. Leak further admits that he completed twenty-eight days of inpatient treatment at the Cleveland Clinic, and he was discharged, treatment complete, in or about the end of August 2005.

Dr. Leak states that, prior to his admission in August 2005 to the Cleveland Clinic, he had no previous treatment, inpatient or outpatient, for chemical dependence. Dr. Leak further states that, following his discharge from the Cleveland Clinic, he entered into an aftercare contract with Cleveland Clinic, and pursuant to the terms of his aftercare contract, he agreed to abstain completely from the use of alcohol and all mood-altering drugs, and to submit to periodic random urine screening.

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Dr. Leak admits that in or about mid-November 2005, he relapsed on alcohol. Dr. Leak also admits that in or about the first part of December 2005, he relapsed on Fentanyl. Dr. Leak further admits that he used Fentanyl approximately two times a week from December 2005 through February 2006, and that a urine specimen he provided on or about February 21, 2006, tested positive for Fentanyl. Dr. Leak also admits that after being advised that the specimen he submitted had tested positive for Fentanyl, he then used marijuana from on or about March 2, 2006, through on or about March 5, 2006. Dr. Leak further admits that on or about March 6, 2006, he re-entered treatment at the Cleveland Clinic for treatment of his relapse on alcohol, marijuana, and Fentanyl, and that he reported his relapse to the Board on or about March 13, 2006.

Dr. Leak further admits that he obtained marijuana and Fentanyl for self-use exclusively through the following methods: Dr. Leak purchased marijuana through an acquaintance; and Dr. Leak obtained Fentanyl by diverting the residual medication that had not been required for patient anesthesia, falsely documenting that he had disposed of such Fentanyl as excess drug wastage. Dr. Leak specifically denies obtaining any mood-altering drugs or controlled substances for self-use by any other methods and attests that, other than diverting the residual medication as described above, he never directly or indirectly involved patients in any of his efforts to obtain mood-altering drugs or controlled substances for self-use. Dr. Leak further attests that he never falsely documented in any medical record that a patient received a higher dose of medication than was actually administered to the patient. Dr. Leak also attests that he never used Fentanyl while on call, or at work.

Further, Dr. Leak admits that when submitting his Application for Training Certificate to the Board in or about June 2003, he falsely provided a negative answer to Question 25 that asked, "Are you currently engaged in the illegal use of controlled substances?" when, in fact, he had at that time engaged in the illegal use of marijuana within the two year period immediately prior to submitting his application. Dr. Leak further admits that in or around September 2004, in completing his Application for Certificate – Medicine or Osteopathic Medicine, he falsely provided a negative answer to Question 25 that also asked, "Are you currently engaged in the illegal use of controlled substances?" when, in fact, he had at that time engaged in the illegal use of marijuana and Fentanyl within the two year period immediately prior to submitting his application for medical licensure.

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

SUSPENSION OF CERTIFICATE

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

Sobriety

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

Releases; Quarterly Declarations and Appearances

4. Dr. Leak 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. Leak'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. Leak 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. Leak 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. Leak shall appear in person for an interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.

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Drug & Alcohol Screens; Supervising Physician

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

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

Rehabilitation Program

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

CONDITIONS FOR REINSTATEMENT

10. The Board shall not consider reinstatement of Dr. Leak's certificate to practice medicine and surgery until all of the following conditions are met:
- a. Dr. Leak shall submit an application for reinstatement, accompanied by appropriate fees, if any.
 - b. Dr. Leak 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. Leak has successfully completed any required inpatient treatment, including at least twenty-eight days of inpatient 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. Leak's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. The reports shall be made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Leak. Prior to the assessments, Dr. Leak shall provide the evaluators with copies of

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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. Leak, and any conditions, restrictions, or limitations that should be imposed on Dr. Leak'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. Leak shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board, including the requirement that Dr. Leak shall obtain approval of the Board for any medical practice or employment related to the health care fields, and contingent upon the future assessments conducted pursuant to paragraph 10.b.iv. above, potentially including a requirement that Dr. Leak practice in a specialty other than anesthesia if indicated; or, if the Board and Dr. Leak are unable to agree on the terms of a written Consent Agreement, then Dr. Leak 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. Leak'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. Leak 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. Leak has maintained sobriety.

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

REQUIRED REPORTING BY LICENSEE

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

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

13. Within thirty days of the effective date of this Consent Agreement, Dr. Leak 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. Leak shall provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments.
14. Dr. Leak shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Leak chemical dependency treatment or monitoring.

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

FAILURE TO COMPLY

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

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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?


BYRON CHRISTOPHER LEAK, M.D.


LANCE A. TALMAGE, M.D.
Secretary

4/10/2006
DATE

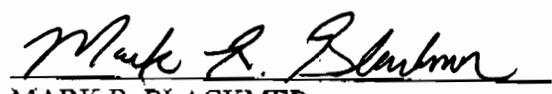
4-12-06
DATE


BARRY T. DOYLE
Attorney for Dr. Leak


RAYMOND J. ALBERT
Supervising Member

4/10/2006
DATE

4/12/06
DATE


MARK R. BLACKMER
Enforcement Attorney

April 11, 2006
DATE