

STEP II
CONSENT AGREEMENT
BETWEEN
MARIE THERESE SHEDLOCK, P.A.
AND
THE STATE MEDICAL BOARD OF OHIO

This Consent Agreement is entered into by and between Marie Therese Shedlock, P.A., and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapters 4730., and 4731., Ohio Revised Code.

Ms. Shedlock enters into this Consent Agreement being fully informed of her 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 4730.25(B), Ohio Revised Code, to limit, revoke, or suspend an individual's certificate of registration as a physician assistant, refuse to issue a certificate to an applicant, refuse to reinstate a certificate, or reprimand or place on probation the holder of a certificate for violation of Section 4730.25(B)(5), Ohio Revised Code, "[i]mpairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice," and/or Section 4730.25(B)(8), Ohio Revised Code, "[m]aking a false, fraudulent, deceptive, or misleading statement in soliciting or advertising for patients, in relation to the practice of medicine as it pertains to physician assistants, or in securing or attempting to secure a certificate of registration to practice as a physician assistant or approval of a supervision agreement."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4730.25(B)(5) and (B)(8), Ohio Revised Code, as set forth in Paragraphs E through G of the September 10, 2003 Step I Consent Agreement between Marie Therese Shedlock, P.A., and The State Medical Board of Ohio [September 2003 Step I Consent Agreement], a copy of which is attached hereto and fully incorporated herein and expressly reserves the right to institute formal proceedings based upon any other violations of Chapters 4730. or 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.

- C. Ms. Shedlock is applying for reinstatement of her certificate of registration as a physician assistant in the State of Ohio, Certificate #50-000789, which was suspended pursuant to the terms of the above-referenced September 2003 Step I Consent Agreement.
- D. Ms. Shedlock states that she is not registered as a physician assistant in any other state or jurisdiction.
- E. Ms. Shedlock admits that she entered treatment for chemical dependence at Glenbeigh Hospital, a Board approved treatment provider in Rock Creek, Ohio, on or about July 22, 2003, and states that upon completion of her twenty-eight day residential program, she was discharged on or about August 19, 2003.
- F. Ms. Shedlock states, and the Board acknowledges receipt of information to support, that since being discharged from Glenbeigh Hospital, she has remained compliant with her aftercare contract with her treatment provider, including participating in Caduceus and/or AA meetings three times weekly and submitting to random urine screens on a weekly basis, and that such aftercare contract remains in effect. In addition, Ms. Shedlock states that she has remained fully compliant with the terms of her advocacy contract into which she entered with the Ohio Physicians Effectiveness Program on or about September 29, 2003, and that such advocacy contract remains in effect. Ms. Shedlock states and the Board acknowledges that Sigmund C. Norr, Ph.D., M.D., and Robert A. Liebelt, Ph.D., M.D., each of whom was approved by the Board for purposes of evaluating Ms. Shedlock, have provided written reports indicating that Ms. Shedlock's ability to practice has been assessed and that she has been found capable of practicing as a physician assistant according to acceptable and prevailing standards of care. Accordingly, Ms. Shedlock states and the Board acknowledges that Ms. Shedlock has fulfilled the conditions for reinstatement of her registration as a physician assistant in the State of Ohio.

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 registration of Ms. Shedlock as a physician assistant in the State of shall be reinstated, and Ms. Shedlock knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Ms. Shedlock shall obey all federal, state, and local laws, and all rules governing practice as a physician assistant in Ohio.
2. Ms. Shedlock 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 her quarterly declaration would have been due pursuant to her September 10, 2003 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. Ms. Shedlock 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 her appearance would have been scheduled pursuant to her September 10, 2003 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. In the event that Ms. Shedlock should leave Ohio for three continuous months, or reside or practice outside the State, Ms. Shedlock 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 this 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 Ms. Shedlock 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. Ms. Shedlock shall abstain completely from the use or possession of drugs, except those prescribed, dispensed or administered to her by another so authorized by law who has full knowledge of Ms. Shedlock's history of chemical dependency.
7. Ms. Shedlock shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Supervising Physician

8. Ms. Shedlock shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Ms. Shedlock 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.

Ms. Shedlock 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, Ms. Shedlock shall submit to the Board for its prior approval the name and curriculum vitae of a supervising physician to whom Ms. Shedlock 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 Ms. Shedlock. Ms. Shedlock 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.

Ms. Shedlock 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, Ms. Shedlock must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Ms. Shedlock 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 Ms. Shedlock's quarterly declaration. It is Ms. Shedlock's responsibility to ensure that reports are timely submitted.

Saliva Screenings

9. Before engaging in any practice as a physician assistant, Ms. Shedlock shall submit a plan for saliva screening administration, to include detailed information as to the type of testing device and testing ranges to be utilized, as well as the name of the individual(s) who will administer such screenings, for prior written approval by the Secretary or Supervising Member of the Board. The Secretary and Supervising Member shall consider, among other factors, whether the proposed testing device and testing ranges are adequate, which will ensure the protection of the public, prior to approval or disapproval of the proposed plan.

Ms. Shedlock shall submit to a saliva screening, in accordance with the approved plan, prior to commencement of each work period or as otherwise directed by the Board. In the event that the saliva screening indicates the presence of alcohol, Ms. Shedlock shall immediately submit a blood specimen for analysis, at her expense, and shall refrain from work during that work period.

Ms. Shedlock shall immediately notify the Board of any positive saliva results and all blood screening results. Such notice shall be through telephone communication to the Board at the earliest opportunity, and shall be followed by written communication to the Board. In addition, Ms. Shedlock shall ensure that all blood screening reports are immediately forwarded directly to the Board.

Further, Ms. Shedlock shall submit acceptable documentary evidence of continuing compliance with this provision which must be received in the Board's offices no later than the due date for Ms. Shedlock's quarterly declarations.

Further, any request by Ms. Shedlock for modification of the requirement that she submit to saliva screenings prior to commencement of each work period as set forth in this paragraph shall be accompanied by documentation from a physician affiliated with a Board approved treatment provider and approved in advance by the Board for this purpose, who has evaluated Ms. Shedlock, indicating that such physician supports Ms. Shedlock's request for modification.

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

Further, Ms. Shedlock shall provide a blood or urine specimen for analysis at Ms. Shedlock's expense upon request of her employer and without prior notice.

Rehabilitation Program

11. Within thirty days of the effective date of this Consent Agreement, Ms. Shedlock 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.

Ms. Shedlock 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 Ms. Shedlock's quarterly declarations.

Aftercare/Medical Professional Health Program

12. Ms. Shedlock shall maintain continued compliance with the terms of the aftercare contract entered into with her treatment provider, and with her Advocacy Contract with the Ohio Physicians Effectiveness Program, or another medical professional health program approved in advance by the Board, provided that, where terms of the aftercare contract conflict and/or advocacy contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Releases

13. Ms. Shedlock shall provide continuing authorization, through appropriate written consent forms, for disclosure by her treatment provider to the Board, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for them to fulfill their respective duties and obligations.

Required Reporting by Licensee

14. Within thirty days of the effective date of this Consent Agreement, Ms. Shedlock shall provide a copy of this Consent Agreement to all employers or entities with which she is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where she has privileges or appointments. Further, Ms. Shedlock shall provide a copy of this Consent Agreement to all employers or entities with which she contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where she applies for or obtains privileges or appointments.
15. Within thirty days of the effective date of this Consent Agreement, Ms. Shedlock 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 she currently holds any professional license. Ms. Shedlock 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 she applies for any professional license or for reinstatement of any professional license. Further, Ms. Shedlock shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Ms. Shedlock 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 Ms. Shedlock has violated any term, condition or limitation of this Consent Agreement, Ms. Shedlock agrees that the violation, as alleged, also constitutes clear and convincing evidence that her continued practice as a physician assistant presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4730.25(G), Ohio Revised Code.

DURATION/MODIFICATION OF TERMS

Ms. Shedlock shall not request termination of this Consent Agreement for a minimum of five years. In addition, with the exception of the frequency of the saliva screenings as set forth in paragraph 9, to which Ms. Shedlock may request modification after 180 days from the date of this Consent Agreement, Ms. Shedlock 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

Ms. Shedlock acknowledges that she 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.

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

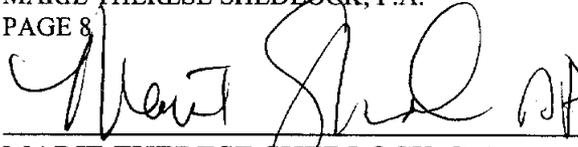
This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Ms. Shedlock acknowledges that her social security number will be used if this information is so reported and agrees to provide her 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.

STEP II CONSENT AGREEMENT
MARIE THERESE SHEDLOCK, P.A.
PAGE 8

JAN 14 2004



MARIE THERESE SHEDLOCK, P.A.



LANCE A. TALMAGE, M.D.
Secretary

1-13-04

DATE

1-14-04

DATE



ROBERT TRATTNER, ESQ.
Attorney for Ms. Shedlock



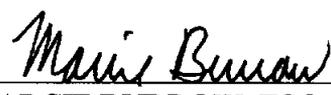
RAYMOND J. ALBERT
Supervising Member

1-13-04

DATE

1/14/04

DATE



MARCIE BURROW, ESQ.
Enforcement Attorney

01-14-04

DATE

STEP I
CONSENT AGREEMENT
BETWEEN
MARIE THERESE SHEDLOCK, P.A.
AND
THE STATE MEDICAL BOARD OF OHIO

This Consent Agreement is entered into by and between Marie Therese Shedlock, P.A., and the State Medical Board of Ohio [the Board], a state agency charged with enforcing Chapters 4730., and 4731., Ohio Revised Code.

Ms. Shedlock enters into this Consent Agreement being fully informed of her 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 4730.25(B), Ohio Revised Code, to limit, revoke, or suspend an individual's certificate of registration as a physician assistant, refuse to issue a certificate to an applicant, refuse to reinstate a certificate, or reprimand or place on probation the holder of a certificate for violation of Section 4730.25(B)(5), Ohio Revised Code, "[i]mpairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice," and/or Section 4730.25(B)(8), Ohio Revised Code, "[m]aking a false, fraudulent, deceptive, or misleading statement in soliciting or advertising for patients, in relation to the practice of medicine as it pertains to physician assistants, or in securing or attempting to secure a certificate of registration to practice as a physician assistant or approval of a supervision agreement."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4730.25(B)(5) and (B)(8), Ohio Revised Code, as set forth in Paragraphs E through G below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapters 4730. or 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.
- C. Ms. Shedlock has a certificate of registration as a physician assistant in the State of Ohio, Certificate #50-000789.

- D. Ms. Shedlock states that she does not have a certificate of registration as a physician assistant in any other State or jurisdiction.
- E. Ms. Shedlock admits that she was referred to Shepherd Hill Hospital [Shepherd Hill], a Board approved treatment provider in Newark, Ohio, for a 72-hour evaluation on or about August 12, 2002, due to a report of alcohol on her breath at work. Ms. Shedlock further admits that the treatment team at Shepherd Hill diagnosed her with alcohol dependence and depressive disorder and recommended that she begin treatment for alcoholism immediately. Ms. Shedlock further admits that she entered residential treatment for alcohol dependence at Comprehensive Addiction Service Systems [COMPASS], a Board approved treatment provider in Toledo, Ohio, on August 19, 2002, and was discharged on or about September 16, 2002, with final diagnoses of alcohol dependence and depressive disorder. Ms. Shedlock further admits that her Aftercare Plan with COMPASS included attending AA meetings and complying with all the requirements of the Ohio Physicians Effectiveness Program [OPEP]. Ms. Shedlock states and the Board acknowledges receipt of information to support that she entered into advocacy contract with OPEP on or about November 12, 2002.
- F. Ms. Shedlock admits that on or about June 26, 2003, through her attorney, she reported to the Board that she had suffered a relapse. Ms. Shedlock further admits that on or about June 25, 2003, due to a report of alcohol on her breath at work, she submitted a urine sample for drug screening which was positive for alcohol. Ms. Shedlock further admits that on or about July 22, 2003, she entered residential treatment for alcohol dependence at Glenbeigh Hospital, a Board approved treatment provider in Rock Creek, Ohio. Ms. Shedlock further admits that she was discharged on August 19, 2003, with the diagnosis of chemical dependency.
- G. Ms. Shedlock further admits that on or about December 5, 2000, in the Brunswick Municipal Court in Brunswick, Ohio, she was found guilty of Driving Under the Influence of Alcohol and/or Drugs [DUI], a misdemeanor.

Ms. Shedlock further admits that despite having been found guilty of DUI, a misdemeanor, since signing her last application for renewal of her certificate, when she completed her application for renewal of her registration on or about December 15, 2001, she answered "No" to Question 1 which asks "At any time since signing your last application for renewal of your certificate, have you been found guilty of, or pled guilty or no contest to, or received treatment in lieu of conviction of, a misdemeanor or felony?"

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Ms. Shedlock knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

SUSPENSION OF CERTIFICATE

1. The certificate of registration of Ms. Shedlock as a physician assistant in the State of Ohio shall be **SUSPENDED** for an indefinite period of time but not less than 90 days.

Sobriety

2. Ms. Shedlock shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to her by another so authorized by law who has full knowledge of Ms. Shedlock's history of chemical dependency.
3. Ms. Shedlock shall abstain completely from the use of alcohol.

Releases; Quarterly Declarations and Appearances

4. Ms. Shedlock 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 Ms. Shedlock'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. Ms. Shedlock further agrees to provide the Board written consent permitting any treatment provider from whom she obtains treatment to notify the Board in the event she 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. Ms. Shedlock 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. Ms. Shedlock 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.

Drug & Alcohol Screens; Supervising Physician

7. Ms. Shedlock shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Ms. Shedlock shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board.

Within thirty days of the effective date of this Consent Agreement, Ms. Shedlock shall submit to the Board for its prior approval the name of a supervising physician to whom Ms. Shedlock 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 Ms. Shedlock. Ms. Shedlock 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.

Ms. Shedlock 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, Ms. Shedlock must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Ms. Shedlock 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 Ms. Shedlock's quarterly declaration. It is Ms. Shedlock's responsibility to ensure that reports are timely submitted.

Rehabilitation Program

8. Within thirty days of the effective date of this Consent Agreement, Ms. Shedlock 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.

Ms. Shedlock 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 Ms. Shedlock's quarterly declarations.

CONDITIONS FOR REINSTATEMENT

9. The Board shall not consider reinstatement of Ms. Shedlock's certificate of registration as a physician assistant until all of the following conditions are met:
 - a. Ms. Shedlock shall submit an application for reinstatement, accompanied by appropriate fees, if any.
 - b. Ms. Shedlock shall demonstrate to the satisfaction of the Board that she can resume practice in compliance with acceptable and prevailing standards of care under the provisions of her 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 Ms. Shedlock has successfully completed any required inpatient treatment.
 - 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 Ms. Shedlock's ability to practice has been assessed and that she 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 Ms. Shedlock. Prior to the assessments, Ms. Shedlock shall provide the evaluators with copies of patient records from any evaluations and/or treatment that she has received, and a copy of this Consent

Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Ms. Shedlock, and any conditions, restrictions, or limitations that should be imposed on Ms. Shedlock'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. Ms. Shedlock shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Ms. Shedlock are unable to agree on the terms of a written Consent Agreement, then Ms. Shedlock 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 Ms. Shedlock's certificate of registration as a physician assistant 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, Ms. Shedlock 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 Ms. Shedlock has maintained sobriety.

10. In the event that Ms. Shedlock has not been engaged in active practice as a physician assistant for a period in excess of two years prior to application for reinstatement, the Board may exercise its discretion under Section 4730.28, Ohio Revised Code, to require additional evidence of Ms. Shedlock's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

11. Within thirty days of the effective date of this Consent Agreement, Ms. Shedlock 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 she currently holds any professional license. Ms. Shedlock 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 she applies for any professional license or reinstatement of any professional license. Further, Ms. Shedlock 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, Ms. Shedlock shall provide a copy of this Consent Agreement to all employers or entities with which she is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where she has privileges or appointments. Further, Ms. Shedlock shall provide a copy of this Consent Agreement to all employers or entities with which she contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where she 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, Ms. Shedlock 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

Ms. Shedlock acknowledges that she 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.

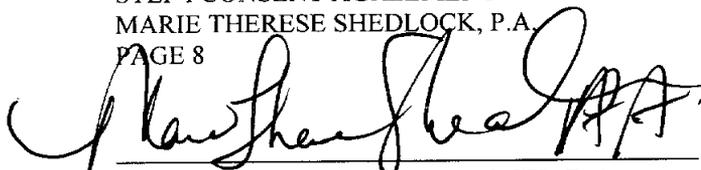
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Ms. Shedlock 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, and may be reported to appropriate organizations, data banks, and governmental bodies. Ms. Shedlock agrees to provide her social security number to the Board and hereby authorizes the Board to utilize that number in conjunction with that reporting.

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.


MARIE THERESE SHEDLOCK, P.A.

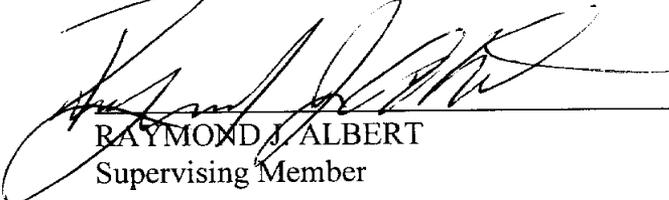

LANCE A. TALMAGE, M.D.
Secretary

9/8/03
DATE

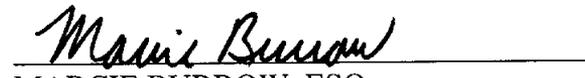

ROBERT TRATTNER, ESQ.
Attorney for Ms. Shedlock

9/8/03
DATE

9-10-03
DATE


RAYMOND J. ALBERT
Supervising Member

9/10/03
DATE


MARCIE BURROW, ESQ.
Enforcement Coordinator

Sept. 10, 2003
DATE