

**CONSENT AGREEMENT
BETWEEN
LARRY W. SHOEMAKER, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

LARRY W. SHOEMAKER, 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)(6), 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 "(a) departure from, or the failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established."
- B. THE STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(B)(20), 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 "violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board," as that clause is used in Section 4731.22(B)(20), Ohio Revised Code, to wit: aiding and abetting the unlicensed practice of medicine in violation of 4731.41, Ohio Revised Code.
- C. 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)(6) and (20), Ohio Revised Code, as set forth in Paragraph E below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the

Revised Code, whether occurring before or after the effective date of this Agreement.

- D. LARRY W. SHOEMAKER, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- E. LARRY W. SHOEMAKER, M.D., ADMITS from July of 1995 to December of 1995, on various occasions, he gave signed blank prescriptions solely to Nurse Rhonda Burnaugh-Grove, which blank prescriptions were designated for existing patients who were already on certain antidepressants, and the dosage and the safety of the prescription had already been established prior to Ms. Burnaugh-Grove receiving the signed blank prescriptions. Further, DOCTOR SHOEMAKER ADMITS that giving signed blank prescriptions to Ms. Burnaugh-Grove could have led to the aiding and abetting the unlicensed practice of medicine.

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

1. DOCTOR SHOEMAKER shall enroll in a course on the drug laws and regulations of Ohio sponsored by the BOARD. Further, DOCTOR SHOEMAKER shall successfully pass an examination on the drug laws and regulations of Ohio (the "Drug Examination") sponsored by the BOARD. DOCTOR SHOEMAKER shall be eligible to take the Drug Examination quarterly. In the event DOCTOR SHOEMAKER fails to pass the examination in four (4) attempts, his license to practice medicine and surgery shall be suspended until such time as he successfully passes the Drug Examination.
2. Prior to being eligible to sit for the Drug Examination, DOCTOR SHOEMAKER shall successfully complete thirty (30) hours of Category I Continuing Medical Education on appropriate office practice, including prescribing.
3. DOCTOR SHOEMAKER agrees to allow a representative from the BOARD to audit DOCTOR SHOEMAKER's practice to ensure compliance with the drug laws and regulations of Ohio. Said audit shall be during normal office hours and shall be at the discretion of the BOARD.
4. DOCTOR SHOEMAKER shall provide evidence satisfactory to the BOARD of successful completion of a minimum of one hundred (100) hours of community service or work in a free clinic during the probationary period of this CONSENT AGREEMENT.

5. DOCTOR SHOEMAKER shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
6. DOCTOR SHOEMAKER 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;
7. DOCTOR SHOEMAKER 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 SHOEMAKER written notification of scheduled appearances, it is DOCTOR SHOEMAKER'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 SHOEMAKER shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

8. In the event that DOCTOR SHOEMAKER should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR SHOEMAKER 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;
9. In the event DOCTOR SHOEMAKER 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;

10. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SHOEMAKER 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 SHOEMAKER 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, and the chief of staff at each hospital where he applies for or obtains privileges or appointments; and,
11. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SHOEMAKER 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 SHOEMAKER 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 SHOEMAKER shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

The probationary terms of this CONSENT AGREEMENT shall remain in force for a minimum of three (3) years prior to any request for termination of said probationary terms of this 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 SHOEMAKER 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 SHOEMAKER has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR SHOEMAKER 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.

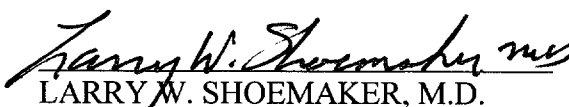
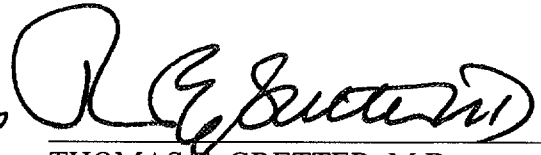
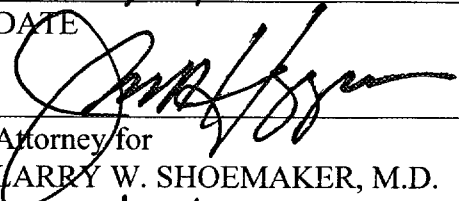
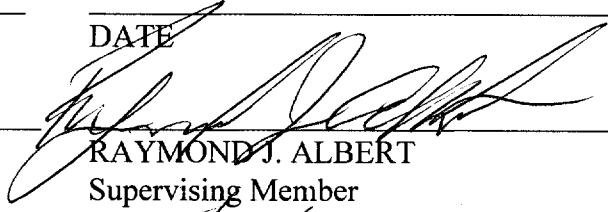
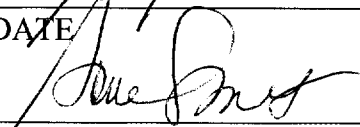
DOCTOR SHOEMAKER acknowledges that he has had an opportunity to ask questions concerning the terms of this CONSENT AGREEMENT and that all questions asked have been answered in a satisfactory manner.

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 SHOEMAKER 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.

 LARRY W. SHOEMAKER, M.D.	 THOMAS E. GRETTER, M.D. Secretary
<u>7/31/97</u> DATE	<u>8/13/97</u> DATE
 Attorney for LARRY W. SHOEMAKER, M.D.	 RAYMOND J. ALBERT Supervising Member
<u>7/31/97</u> DATE	<u>8/13/97</u> DATE
	 ANNE B. STRAIT, ESQ. Assistant Attorney General
	<u>8/13/97</u> DATE