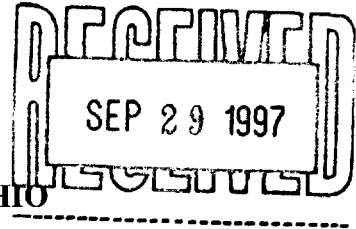


**CONSENT AGREEMENT
BETWEEN
ALAN H. SHEIN, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**



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

ALAN H. SHEIN, 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)(26), 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 "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."
- B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph D below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.
- C. ALAN H. SHEIN, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- D. ALAN H. SHEIN, M.D., ADMITS that he suffers from chemical dependency, and further ADMITS that he has a history of poly-drug abuse, including hydrocodone, Valium, marijuana, and alcohol, dating to 1978.

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Further, DOCTOR SHEIN ADMITS that in or about June and July 1985 he received chemical dependency treatment at the Caron Hospital and Chit Chat Farms, in Wernersville, Pennsylvania, and STATES that he subsequently received treatment at a Talbott facility in Atlanta, Georgia, in or about Fall 1985. DOCTOR SHEIN STATES that he was thereafter monitored by several states' impaired physicians programs, and further STATES that he remained abstinent from the use of mood altering substances until he relapsed on self-prescribed hydrocodone in or about July 1993. DOCTOR SHEIN ADMITS that he thereafter used drugs intermittently until in or about May 1994, and further ADMITS that he again relapsed on self-prescribed hydrocodone in or about November 1994.

Further, DOCTOR SHEIN ADMITS that in or about January 1995 he began counseling with James Schuerger, Ph.D., and that such counseling sessions continue at least twice monthly to date. DOCTOR SHEIN further ADMITS that since in or about January 1995 he has also been undergoing random urine toxicology screens performed by Chris Adelman, M.D., of St. Vincent Charity Hospital in Cleveland, Ohio, a BOARD approved treatment provider, and that he entered into an aftercare agreement with the Recovering Professionals Treatment Program of Rosary Hall, St. Vincent Charity Hospital, in or about August 1995. DOCTOR SHEIN further ADMITS that he entered into an Advocacy Contract with the Ohio Physicians Effectiveness Program (OPEP) in or about August 1995.

DOCTOR SHEIN STATES that he has been fully compliant with his aftercare contract with the Recovering Professionals Treatment Program and his advocacy contract with OPEP.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, ALAN H. SHEIN, 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 SHEIN shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR SHEIN 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

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which the consent agreement becomes effective, provided that if the effective date is on or after the 16th day of the month, the first quarterly declaration must be received in the Board's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the BOARD's offices on or before the first day of every third month;

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

4. In the event that DOCTOR SHEIN should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR SHEIN must notify the BOARD in writing of the dates of departure and return. Periods of time spent outside Ohio will not apply to the reduction of this period under the CONSENT AGREEMENT, unless otherwise determined by motion of the BOARD in instances where the BOARD can be assured that probationary monitoring is otherwise being performed;
5. In the event DOCTOR SHEIN is found by the Secretary of the BOARD to have failed to comply with any provision of this CONSENT AGREEMENT, and is so notified of that deficiency in writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under the CONSENT AGREEMENT;
6. DOCTOR SHEIN shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to

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him by another so authorized by law who has full knowledge of DOCTOR SHEIN's history of chemical dependency;

7. DOCTOR SHEIN shall abstain completely from the use of alcohol;
8. DOCTOR SHEIN shall submit to random urine screenings for drugs and alcohol once every two weeks or as otherwise directed by the BOARD. DOCTOR SHEIN 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 (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SHEIN shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR SHEIN shall submit the required urine specimens. The supervising physician shall ensure that the urine specimens are obtained on a random basis, that the giving of the specimen is witnessed by a reliable person, and that appropriate control over the specimen is maintained. In addition, the supervising physician shall immediately inform the BOARD of any positive screening results;

DOCTOR SHEIN shall ensure that the supervising physician provides quarterly reports to the BOARD, on forms approved or provided by the BOARD, 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 responsibilities;

In the event that the designated supervising physician becomes unable or unwilling to so serve, DOCTOR SHEIN must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR SHEIN shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefor;

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 DOCTOR SHEIN's quarterly declaration. It is DOCTOR SHEIN's responsibility to ensure that reports are timely submitted;

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9. The BOARD retains the right to require, and DOCTOR SHEIN agrees to submit, blood or urine specimens for analysis at DOCTOR SHEIN's expense upon the BOARD's request and without prior notice. DOCTOR SHEIN'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;
10. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SHEIN shall submit for the BOARD's prior approval the name of a monitoring physician, who shall review DOCTOR SHEIN's patient charts and shall submit a written report of such review to the BOARD on a quarterly basis. Such chart review may be done on a random basis, with the frequency and number of charts reviewed to be determined by the BOARD. It shall be DOCTOR SHEIN's responsibility to ensure that the monitoring physician's quarterly reports are submitted to the BOARD on a timely basis;

Further, the monitoring physician shall otherwise monitor DOCTOR SHEIN and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR SHEIN shall ensure that such reports are forwarded to the BOARD on a quarterly basis. In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, DOCTOR SHEIN must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR SHEIN shall further ensure that the previously designated monitoring physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefor;

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

11. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SHEIN shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, no less than three (3) times per week. Substitution of any other specific program must receive prior BOARD approval;

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DOCTOR SHEIN shall submit with each quarterly declaration required under Paragraph 2 of this CONSENT AGREEMENT acceptable documentary evidence of continuing compliance with this program;

12. DOCTOR SHEIN shall continue individual counseling sessions with James Schuerger, Ph.D., at least twice per month, or as otherwise directed by the BOARD. DOCTOR SHEIN shall ensure that reports are forwarded by his treating psychologist to the BOARD on a quarterly basis, or as otherwise directed by the BOARD. It is DOCTOR SHEIN's responsibility to ensure that quarterly reports are received in the BOARD's offices no later than the due date for DOCTOR SHEIN's quarterly declaration.

In the event that Dr. Schuerger becomes unable or unwilling to so serve, or if DOCTOR SHEIN desires to change treatment providers, DOCTOR SHEIN must immediately so notify the BOARD in writing and submit to the BOARD, for its prior approval, the name and qualifications of another psychologist or psychiatrist of his choice in substitution.

13. DOCTOR SHEIN shall maintain continued compliance with the terms of the aftercare contract entered into with the Recovering Professionals Treatment Program of Rosary Hall, St. Vincent Charity Hospital, and with the terms of the advocacy contract entered into with OPEP, provided, that where terms of the aftercare and advocacy contracts conflict with terms of this CONSENT AGREEMENT, the terms of this CONSENT AGREEMENT shall control;
14. DOCTOR SHEIN shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treatment and aftercare providers and OPEP 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;
15. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SHEIN 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 SHEIN shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to provide physician

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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,

16. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR SHEIN 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 SHEIN 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 SHEIN shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.
17. Any violation of Paragraph 6 or Paragraph 7 of this Agreement shall constitute grounds to revoke or permanently revoke DOCTOR SHEIN's certificate. DOCTOR SHEIN agrees that the minimum discipline for such a violation shall include actual license suspension. This paragraph does not limit the BOARD's authority to suspend, revoke or permanently revoke DOCTOR SHEIN's certificate based on other violations of this Consent Agreement.
18. DOCTOR SHEIN AGREES that if any declaration or report required by this agreement is not received in the BOARD's offices on or before its due date, DOCTOR SHEIN shall cease practicing beginning the day next following receipt from the BOARD of notice of non-receipt, either by writing, by telephone, or by personal contact until the declaration or report is received in the BOARD offices. Any practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.
19. DOCTOR SHEIN AGREES that if, without prior permission from the BOARD, he fails to submit to random screenings for drugs and alcohol at least as frequently as required by Paragraph 8 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation and shall refrain from practicing for thirty (30) days for the first instance of a single missed screen. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.

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20. DOCTOR SHEIN AGREES that if he fails to participate in an alcohol and drug rehabilitation program at least as frequently as required by Paragraph 11 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation, and shall refrain from practicing for fifteen (15) days following a first missed meeting. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.

This CONSENT AGREEMENT shall remain in force for a minimum of three (3) years prior to any request for termination of said CONSENT AGREEMENT. Otherwise, the above described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

If, in the discretion of the Secretary and Supervising Member of the BOARD, DOCTOR SHEIN 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 SHEIN has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR SHEIN 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 SHEIN 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 SHEIN 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

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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.

Alan H. Shein M.D. Thomas E. Greter M.D.
ALAN H. SHEIN, M.D. THOMAS E. GREYER, M.D.
Secretary

10/2/97
DATE

10/8/97
DATE

[Signature]
DOUGLAS E. GRAFF, ESQ.
Attorney for Dr. Shein

[Signature]
RAYMOND J. ALBERT
Supervising Member

10/8/97
DATE

10/8/97
DATE

[Signature]
ANNE C. BERRY STRAIT, ESQ.
Assistant Attorney General

10/8/97
DATE