

**STEP II**  
**CONSENT AGREEMENT**  
**BETWEEN**  
**SILVANA A. SABATO, M.T.**  
**AND**  
**THE STATE MEDICAL BOARD OF OHIO**

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This CONSENT AGREEMENT is entered into by and between SILVANA A. SABATO, M.T., and THE STATE MEDICAL BOARD OF OHIO [hereinafter BOARD], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

SILVANA A. SABATO, M.T., 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 enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(5), (19), and (26), Ohio Revised Code, as set forth in Paragraphs D, E, F, and G of the December 1998 Consent Agreement between SILVANA A. SABATO, M.T., and the BOARD, a copy of which is attached hereto and fully incorporated herein. 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.
- B. SILVANA A. SABATO, M.T., is applying for reinstatement of her license to practice massage therapy in the State of Ohio, which was suspended pursuant to the terms of the above referenced December 1998 Consent Agreement.
- C. SILVANA A. SABATO, M.T., STATES and the BOARD ACKNOWLEDGES that Bethesda Hospital, a Board approved treatment provider in Cincinnati, Ohio, has submitted documentation certifying that MS. SABATO has received appropriate treatment for her psychiatric and

chemical dependency issues and that MS. SABATO does not require intensive chemical dependency treatment.

Further, Robert Soria, M.D., Medical Director of Bethesda Hospital's alcohol and drug treatment program has submitted a written report opining that MS. SABATO is not impaired in her ability to practice and that MS. SABATO should be permitted to return to the practice of massage therapy. In his report, Dr. Soria states that his conclusion is based upon MS. SABATO's abstinence since 1996; MS. SABATO's continued compliance with her psychiatric treatment plan; and MS. SABATO's involvement in a sobriety oriented self-help group.

MS. SABATO further STATES and the BOARD ACKNOWLEDGES that Ronald Sachs, M.D., MS. SABATO's Board approved treating psychiatrist, has submitted a written report indicating that MS. SABATO has been in treatment with Dr. Sachs since 1994 for Major Depression and Alcohol Dependence. Dr. Sachs also reports that MS. SABATO's depressive symptoms have decreased and are well controlled by her current medications, Prozac, Wellbutrin, and Neurontin. In addition, MS. SABATO is participating in psychotherapy focusing on recovery issues.

Dr. Sachs further reports that on a five times per month basis, MS. SABATO attends an educational, supportive, and spiritual self-help group called, "The Circle of Friends." Further, Dr. Sachs opines that this group is beneficial to MS. SABATO and that it serves as an adequate substitute for AA attendance, due to its focus on avoiding psychoactive substances and turning one's conscious willfulness over to a higher power. Dr. Sachs further opines that requiring MS. SABATO to attend AA at this time would work against her sobriety in that her past experience is that it was not useful and only served to increase MS. SABATO's anxiety and oppositional behavior.

Finally, in his report, Dr. Sachs opines that MS. SABATO is fully capable of practicing according to acceptable and prevailing standards of care.

**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 SILVANA A. SABATO, M.T., to practice massage therapy in the State of Ohio shall be reinstated, and SILVANA A. SABATO, M.T., knowingly and voluntarily agrees with the BOARD to the following PROBATIONARY terms, conditions and limitations:

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1. MS. SABATO shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. MS. SABATO 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 this 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. MS. SABATO 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 licensee's serious personal illness she 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 MS. SABATO written notification of scheduled appearances, it is MS. SABATO's responsibility to know when personal appearances will occur. If she does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, MS. SABATO shall immediately submit to the BOARD a written request to be notified of her next scheduled appearance;

4. In the event that MS. SABATO should leave Ohio for three (3) continuous months, or reside or practice outside the State, MS. SABATO 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. SABATO 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

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will not apply to the reduction of the probationary period under this  
CONSENT AGREEMENT;

**MONITORING OF REHABILITATION AND TREATMENT**

**Sobriety**

6. MS. SABATO 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. SABATO's history of chemical dependency;
7. MS. SABATO shall abstain completely from the use of alcohol;

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**Drug and Alcohol Screens/Supervising Physician**

8. MS. SABATO shall submit to random urine screenings for drugs and alcohol on a bi-weekly basis or as otherwise directed by the BOARD for a minimum period of six months. If MS. SABATO's bi-weekly urine screenings are negative for a period of six months after the effective date of this CONSENT AGREEMENT, MS. SABATO shall submit to random urine screenings for drugs and alcohol on a bi-weekly basis or as otherwise directed by the BOARD, with random testing on a once per month basis. MS. SABATO 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, MS. SABATO shall submit to the BOARD for its prior approval the name of a supervising physician to whom MS. SABATO 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;

MS. SABATO 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 screenings have been negative, and whether the supervising physician remains willing and able to continue in her responsibilities;

In the event that the designated supervising physician becomes unable or unwilling to so serve, MS. SABATO must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. MS. SABATO shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the 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. SABATO's quarterly declaration. It is MS. SABATO's responsibility to ensure that reports are timely submitted;

- 9. The BOARD retains the right to require, and MS. SABATO agrees to submit, blood or urine specimens for analysis at MS. SABATO's expense upon the BOARD's request and without prior notice. MS. SABATO'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**

- 10. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, MS. SABATO shall submit for the BOARD's prior approval the name of a monitoring massage therapist, who shall monitor MS. SABATO and provide the BOARD with quarterly reports on MS. SABATO's progress and status. MS. SABATO shall ensure that such reports are forwarded to the BOARD on a quarterly basis. In the event that the designated monitoring massage therapist becomes unable or unwilling to serve in this capacity, MS. SABATO must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring massage therapist as soon as practicable. MS. SABATO shall further ensure that the previously designated monitoring massage therapist also notifies the BOARD directly of the inability to continue to serve and the reasons therefore;

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

**Rehabilitation Program**

- 11. MS. SABATO shall maintain participation in her self-help group "Circle of Friends" no less than four (4) times per month;

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

**Psychiatric Treatment**

12. MS. SABATO shall continue psychiatric treatment with Ronald Sachs, M.D., on a monthly basis or as otherwise directed by the BOARD. In the event that Dr. Sachs is unable or unwilling to treat her, MS. SABATO shall immediately notify the BOARD and submit the name and qualifications of a psychiatrist for approval by the BOARD. MS. SABATO shall comply with her psychiatric treatment plan, including taking medications as prescribed and/or ordered for her psychiatric disorder. MS. SABATO shall ensure that psychiatric reports are forwarded by her treating psychiatrist to the BOARD on a quarterly basis, or as otherwise directed by the BOARD. The psychiatric reports shall contain information describing MS. SABATO's current treatment plan and any changes that have been made to the treatment plan since the prior report; MS. SABATO's compliance with her treatment plan; MS. SABATO's mental status; MS. SABATO's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. MS. SABATO shall ensure that her treating psychiatrist immediately notifies the Board of her failure to comply with her psychiatric treatment plan and/or any determination that MS. SABATO is unable to practice due to her psychiatric disorder. It is MS. SABATO's responsibility to ensure that quarterly reports are received in the BOARD's offices no later than the due date for MS. SABATO's quarterly declaration;

**Releases**

13. MS. SABATO shall provide continuing authorization, through appropriate written consent forms, for disclosure by her psychiatrist, treating physicians and monitoring massage therapist 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 (30) days of the effective date of this CONSENT AGREEMENT, MS. SABATO shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which she is under contract to provide massage therapy services or is receiving training; and the Chief of Staff at each hospital where she has privileges or appointments. Further, MS. SABATO shall provide a copy of this CONSENT AGREEMENT to all

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employers or entities with which she contracts to provide massage therapy services, or applies for or receives training, and the chief of staff at each hospital where she applies for or obtains privileges or appointments; and,

15. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, MS. SABATO 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 a license to practice. MS. SABATO 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 licensure or reinstatement of licensure. Further, MS. SABATO shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

**FAILURE TO COMPLY**

16. Any violation of Paragraph 6 or Paragraph 7 of this Agreement shall constitute grounds to revoke or permanently revoke MS. SABATO's certificate. MS. SABATO 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 MS. SABATO's certificate based on other violations of this Consent Agreement.
17. MS. SABATO 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, MS. SABATO 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.
18. MS. SABATO AGREES that if, without prior permission from the BOARD, she fails to submit to random screenings for drugs and alcohol at least as frequently as required by Paragraph 8 of this CONSENT AGREEMENT, she 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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19. MS. SABATO AGREES that if she fails to participate in her rehabilitation program and psychiatric treatment at least as frequently as required by Paragraphs 11 and 12 of this CONSENT AGREEMENT, she 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.

If, in the discretion of the Secretary and Supervising Member of the BOARD, MS. SABATO 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 MS. SABATO has violated any term, condition or limitation of this CONSENT AGREEMENT, MS. SABATO agrees that the violation, as alleged, also constitutes clear and convincing evidence that her 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

This CONSENT AGREEMENT shall remain in force for a minimum of five (5) 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.

#### ACKNOWLEDGMENTS/LIABILITY RELEASE

MS. SABATO 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. SABATO 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

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Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

**EFFECTIVE DATE**

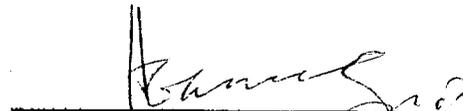
It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the Secretary and Supervising Member and that it shall become effective upon the last date of signature below.

  
SILVANA A. SABATO, M.T.

6-3-99  
DATE

  
MICHELLE WENKER, ESQ.  
Attorney for Ms. Sabato

6-3-99  
DATE

  
ANAND G. GARG, M.D.  
Secretary

6/23/99  
DATE

  
RAYMOND J. ALBERT  
Supervising Member

6/29/99  
DATE

  
ANNE B. STRAIT, ESQ.  
Assistant Attorney General

7/1/99  
DATE

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**STEP I**  
**CONSENT AGREEMENT**  
**BETWEEN**  
**SILVANA A. SABATO, M.T.**  
**AND**  
**THE STATE MEDICAL BOARD OF OHIO**

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

SILVANA A. SABATO, M.T., 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 STATE MEDICAL BOARD OF OHIO is empowered by Sections 4731.22(A) and 4731.22(B)(5), (19), and (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 “fraud, misrepresentation, or deception in applying for or securing any license or certificate issued by the board,” “publishing a false, fraudulent, deceptive, or misleading statement,” “inability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills,” and “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 violations of Sections 4731.22(A) and 4731.22(B)(5), (19), and (26), Ohio Revised Code, as set forth in Paragraphs D, E, F, and G 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.

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- C. SILVANA A. SABATO, M.T., is licensed to practice massage therapy in the State of Ohio.
- D. SILVANA SABATO, M.T., ADMITS that on her February 1996 application for a certificate to practice massage therapy in the State of Ohio, she reported that she was convicted of Driving Under the Influence in 1985, and in 1991, and that she was required to participate in a three-day intervention program at The Friedlander Center in Cincinnati, Ohio, following each of these convictions.

MS. SABATO further ADMITS that based upon her report of the aforementioned information on her application, the Board requested that she obtain an evaluation of her ability to practice under Section 4731.22(B)(26), Ohio Revised Code, at a Board approved treatment provider.

MS. SABATO further ADMITS that she was evaluated at Greene Memorial Hall, a Board approved treatment provider in Xenia, Ohio, in July 1996, and that the conclusions were that she suffered from alcohol abuse in full sustained remission, and that no treatment or monitoring was indicated.

- E. MS. SABATO further ADMITS that based upon the report from her evaluation at Greene Memorial Hall, she was granted an unrestricted license to practice massage therapy in the State of Ohio in August 1996.
- F. MS. SABATO ADMITS however, that on her February 1996 licensure application, she failed to inform the Board that she had also been in psychiatric treatment with Ronald Sachs, M.D., in Cincinnati, Ohio, since 1994, for depression and alcohol abuse, and that the Board was not aware of this information until June 1998, when she released her psychiatric treatment records to the Board.

MS. SABATO further ADMITS that she did not inform the Board that she had also participated in a chemical dependency treatment program at Bethesda Hospital in Cincinnati, Ohio, in 1990.

MS. SABATO further ADMITS that she failed to disclose this information during her July 1996 evaluation at Greene Memorial Hall.

- G. MS. SABATO further ADMITS that when she renewed her license to practice massage therapy for the 1997-1999 biennium, she reported that on November 29, 1996, she was convicted of Driving Under the Influence, and that she had subsequently completed a ten-day treatment program at The Talbert House, in Cincinnati, Ohio.

MS. SABATO further ADMITS that the recommendations from the treatment program at The Talbert House were that MS. SABATO should seek counseling and attend AA meetings.

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### AGREED CONDITIONS

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

#### SUSPENSION OF CERTIFICATE

1. The certificate of MS. SABATO to practice massage therapy in the State of Ohio shall be SUSPENDED for an indefinite period of time, but not less than ninety days;

#### Sobriety

2. MS. SABATO 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. SABATO's history of chemical dependency;
3. MS. SABATO shall abstain completely from the use of alcohol;

#### Releases; Quarterly Declarations and Appearances

4. MS. SABATO 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. SABATO's chemical dependency or related conditions, or for purposes of complying with the 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. SABATO 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. SABATO 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;

6. MS. SABATO 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 licensee's serious personal illness she 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 MS. SABATO written notification of scheduled appearances, it is MS. SABATO's responsibility to know when personal appearances will occur. If she does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, MS. SABATO shall immediately submit to the BOARD a written request to be notified of her next scheduled appearance;

#### **Drug & Alcohol Screens; Supervising Physician**

7. MS. SABATO shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. MS. SABATO 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, MS. SABATO shall submit to the BOARD for its prior approval the name of a supervising physician to whom MS. SABATO 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;

MS. SABATO 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, MS. SABATO must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. MS. SABATO shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the 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. SABATO's quarterly declaration. It is MS. SABATO's responsibility to ensure that reports are timely submitted;

### **Psychiatric Treatment**

8. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, MS. SABATO shall submit to the BOARD for its prior approval the name and qualifications of a psychiatrist of her choice. Upon approval by the BOARD, MS. SABATO shall undergo and continue psychiatric treatment bi-weekly, or as otherwise directed by the BOARD. MS. SABATO shall ensure that psychiatric reports are forwarded by her treating psychiatrist to the BOARD on a quarterly basis, or as otherwise directed by the BOARD. It is MS. SABATO's responsibility to ensure that quarterly reports are received in the BOARD's offices no later than the due date for DOCTOR SABATO's quarterly declaration;

### **CONDITIONS FOR REINSTATEMENT**

9. The BOARD shall not consider reinstatement of MS. SABATO's certificate to practice massage therapy unless and until all of the following conditions are met:
  - a. MS. SABATO shall submit an application for reinstatement, accompanied by appropriate fees, if any;
  - b. MS. SABATO 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. SABATO has successfully completed any required inpatient treatment;

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- ii. Evidence of continuing full compliance with an aftercare contract or consent agreement;
  - iii. Two written reports indicating that MS. SABATO's ability to practice has been assessed and that she has been found capable of practicing according to acceptable and prevailing standards of care. Prior to the assessments, MS. SABATO shall provide the evaluators with copies of her psychiatric patient records, records from any drug and alcohol evaluations and/or treatment that she has received, and a copy of this Consent Agreement. The reports shall be made by individuals or providers approved by the BOARD for making such assessments and shall describe the basis for this determination.
- c. MS. SABATO shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the BOARD or, if the BOARD and MS. SABATO are unable to agree on the terms of a written CONSENT AGREEMENT, then MS. SABATO 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. SABATO's certificate to practice massage therapy 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 and, upon termination of the consent agreement or Board Order, submission to the BOARD for at least two years of annual progress reports made under penalty of BOARD disciplinary action or criminal prosecution stating whether MS. SABATO has maintained sobriety.

10. In the event that MS. SABATO has not been engaged in the active practice of massage therapy 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 MS. SABATO's fitness to resume practice.

**REQUIRED REPORTING BY LICENSEE**

11. MS. SABATO 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 licensure or reinstatement of licensure. Further, MS. SABATO shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

12. Within thirty (30) days of the effective date of this Agreement, MS. SABATO shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which she is under contract to provide massage therapy services or is receiving training; and the Chief of Staff at each hospital where she has 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 STATE MEDICAL BOARD OF OHIO, MS. SABATO appears to have violated or breached any term or condition of this Agreement, THE STATE MEDICAL BOARD OF OHIO 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.

### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

MS. SABATO acknowledges that she has had an opportunity to ask questions concerning the terms of this 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. SABATO 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.

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

STATE MEDICAL BOARD  
OHIO

32 NOV 23 AM 10:59

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 that it shall become effective upon the last date of signature below.

Silvana Sabato M.T.  
SILVANA SABATO, M.T.

Anand G. Garg  
ANAND G. GARG, M.D.  
Secretary

11/17/98  
DATE

12/09/98  
DATE

Michelle Wenker  
MICHELLE WENKER, ESQ.  
Attorney for Ms. Sabato

Raymond J. Albert  
RAYMOND J. ALBERT  
Supervising Member

11/18/98  
DATE

12/7/98  
DATE

Anne B. Strait  
ANNE B. STRAIT, ESQ.  
Assistant Attorney General

11/9/98  
DATE