

**CONSENT AGREEMENT
BETWEEN
SUZANNE MARIE SMITH, M.T.
AND
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between Suzanne Marie Smith, M.T., and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Ms. Smith 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 4731.22(B)(19), 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 “[i]nability 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.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(19), Ohio Revised Code, as set forth in Paragraphs D and 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 Consent Agreement.
- C. Ms. Smith, has submitted an application for a certificate to practice massage therapy in the State of Ohio. Her application remains pending to date. Ms. Smith states that she is not licensed to practice massage therapy in any other state or jurisdiction.
- D. Ms. Smith admits that since 1998, she has received treatment and/or evaluation services related to her diagnoses of Bipolar Disorder, history of psychosis, and anxiety disorder, not otherwise specified. Ms. Smith further admits that she has had one psychiatric hospitalization, which was from September 21 to 27, 1999, at Riverside Methodist Hospital in Columbus, Ohio, and that after discharge she continued treatment with psychiatrist Richard Minter, M.D., until in or about April 2000.

- E. Ms. Smith further admits that since in or about 2000, she had received individual counseling and medication monitoring from River Valley Counseling and currently receives psychiatric treatment from psychiatrist Michael Unger, M.D., at Pickerington Area Counseling Service, Pickerington, Ohio. Ms. Smith further admits that she was evaluated by Dr. Unger at the Board's request and that Dr. Unger submitted a report to the Board on or about May 20, 2003, indicating that Ms. Smith has been Dr. Unger's patient since December 2001; that her diagnosis is Bipolar Disorder; that she has been functioning well on a daily basis; that she has been compliant with her medications and scheduled appointments; and that Ms. Smith's ability to practice massage therapy has been assessed and she has been found capable of practicing according to acceptable and prevailing standards of care. Further, Ms. Smith states that since in or about October 1999, she has remained compliant with her treatment plan, which currently includes psychiatric treatment every two to three months and daily dosages of risperidone and Seroquel. This statement is supported by her medical records obtained by the Board.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Ms. Smith shall be granted a certificate to practice massage therapy in the State of Ohio, upon receipt and appropriateness of necessary documentation, and Ms. Smith knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Ms. Smith shall obey all federal, state, and local laws, and all rules governing the practice of massage therapy in Ohio.
2. Ms. Smith 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. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Ms. Smith 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.

4. In the event that Ms. Smith should leave Ohio for three continuous months, or reside or practice outside the State, Ms. Smith 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. Smith 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 TREATMENT

Psychiatric Treatment

6. Within thirty days of the effective date of this Consent Agreement, Ms. Smith 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. Smith shall undergo and continue psychiatric treatment monthly or as otherwise directed by the Board. Ms. Smith shall comply with her psychiatric treatment plan, including taking medications as prescribed and/or ordered for her psychiatric disorder and participating in counseling as recommended. Prior to initiating treatment, Ms. Smith shall provide her approved treating psychiatrist with a copy of this Consent Agreement.

Ms. Smith 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. Smith's current treatment plan and any changes that have been made to the treatment plan since the prior report; Ms. Smith's compliance with her treatment plan; Ms. Smith's mental status; Ms. Smith's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Ms. Smith 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. Smith is unable to practice due to her psychiatric disorder. It is Ms. Smith's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Ms. Smith's quarterly declaration.

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

Releases

8. Ms. Smith shall provide continuing authorization, through appropriate written consent forms, for disclosure by her treatment providers 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

9. Within thirty days of the effective date of this Consent Agreement, Ms. Smith 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. Further, Ms. Smith shall provide a copy of this Consent Agreement to all employers or entities with which she contracts to provide massage therapy services, or applies for or receives training.
10. Within thirty days of the effective date of this Consent Agreement, Ms. Smith 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. Smith 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. Smith 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. Smith 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. Smith has violated any term, condition or limitation of this Consent Agreement, Ms. Smith 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

Ms. Smith shall not request termination of this Consent Agreement for a minimum of two years. In addition, Ms. Smith 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. Smith 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. Smith hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

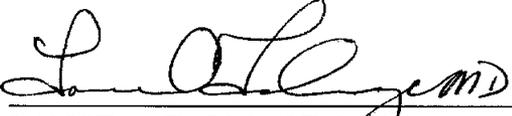
This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code, and may be reported to appropriate organizations, data banks, and governmental bodies. Ms. Smith agrees to provide her social security number to the Board and hereby authorizes the Board 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.



SUZANNE MARIE SMITH, M.T.



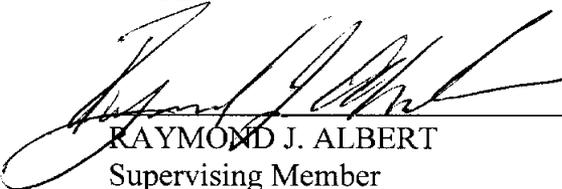
LANCE A. TALMAGE, M.D.
Secretary

8/5/03

DATE

8-13-03

DATE



RAYMOND J. ALBERT
Supervising Member

8/13/03

DATE

Marcie Burrow

MARCIE P BURROW, ESQ.
Enforcement Coordinator

August 13, 2003

DATE