CONSENT AGREEMENT
BETWEEN
MAHMOOD MIKE ORRA, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO

This Consent Agreement is entered into by and between Mahmood Mike Orra, D.O., and The State Medical Board Of Ohio, a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Mahmood Mike Orra, D.O., voluntarily 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 contains the entire Consent Agreement between the parties, there being no other Consent Agreement of any kind, verbal or otherwise, which varies the terms of this Consent Agreement.

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 ("The Board") is empowered by Section 4731.22(B), 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 any of the enumerated violations.

B. Mahmood Mike Orra, D.O., ("Dr. Orra") is licensed to practice osteopathic medicine and surgery in the State of Ohio with license number 34-003130.

   Dr. Orra states that he is not licensed to practice osteopathic medicine or surgery in any other state or jurisdiction.

C. The Board enters into this Consent Agreement in lieu of further formal proceedings based upon the violation of Section 4731.22, Ohio Revised Code, set forth in the Notice of Opportunity for Hearing issued by the Board on June 25, 1998, attached hereto as Exhibit A and incorporated herein by this reference (the "June 25, 1998 notice letter"). The Board expressly reserves the right to institute additional formal proceedings based upon any other violations of Chapter 4731 of the Ohio Revised Code, whether occurring before or after the effective date of this Consent Agreement.

D. Subsequent to the issuance of the June 25, 1998 notice letter, Dr. Orra filed a motion to withdraw his guilty plea to one misdemeanor count of Falsification, R.C. 2921.13(A)(3), as referenced in paragraph (1) of that notice letter. The motion was granted by the Franklin County Common Pleas Court in Case No. 96CR08-4821, and the case proceeded to trial on charges of Theft by Deception and Medicaid Fraud.

Upon completion of the presentation of the prosecution's case, the Court granted Dr. Orra's motion for acquittal, on the grounds that the evidence submitted by the prosecution was insufficient to sustain a conviction on any of the charges. A copy of the Court's November 26, 1999 Judgment Entry, adjudging Dr. Orra not guilty and dismissing all criminal charges against him, is attached hereto as Exhibit B and incorporated herein by this reference.

E. In accordance with the provisions of R.C. 4731.22, the Board dismissed the allegations set forth in the June 25, 1998 notice letter that Dr. Orra violated R.C. Sections 4731.22(B)(10), (B)(11) and (B)(13). A copy of the Notice of Dismissal of Specified Allegations, dated January 6, 2000, is attached hereto as Exhibit C and incorporated herein by this reference.

F. Dr. Orra admits the allegations in paragraph (2) of the June 25, 1998 notice letter, and that his conduct as set forth in that paragraph constitutes a violation of R.C. 4731.22(B)(5).

AGREED CONDITIONS

WHEREFORE, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any further formal proceedings at this time, Mahmood Mike Orra, D.O., knowingly and voluntarily agrees with The State Medical Board Of Ohio, to the following terms, conditions and limitations:

I. Reprimand

Mahmood Mike Orra, D.O., is hereby REPRIMANDED.

II. Probationary Conditions

The certificate of Mahmood Mike Orra, D.O., shall be subject to the following PROBATIONARY terms, conditions, and limitations for an indefinite period of time, but not less than one year.

A. **Compliance with Laws:** Dr. Orra shall obey all federal, state and local laws, and all rules governing the practice of osteopathic medicine in Ohio.

B. **Community Service:** Dr. Orra shall perform one hundred hours of free osteopathic services in a free clinic or homeless shelter. Dr. Orra shall submit a plan for the provision of these free osteopathic services which shall include the location, the time period for performing these services and what services will be performed. This plan must be approved by the Board prior to commencement of the services. Dr. Orra shall provide written verification from the approved clinic or homeless shelter that he has completed the required number of hours of service in accordance with the plan approved by the Board.

C. **Professional Ethics Course:** Dr. Orra shall provide acceptable documentation of successful completion of a course or courses dealing with professional ethics. The exact number of hours and the specific content of the course or courses shall be subject to the prior approval of the Board or its designee. Any courses taken in compliance with this provision shall be in addition to the Continuing Medical Education requirements for relicensure for the biennial registration period(s) in which they are completed.

D. **Quarterly Declarations:** Dr. Orra 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.

E. **Interview with the Board:** Dr. Orra shall appear in person for an interview before the Board or its designated representative after he has completed the requirements of paragraphs II.B. and II.C. above and prior to his release from the probationary terms of this Consent Agreement.

F. **Tolling Provisions:** In the event that Dr. Orra should leave Ohio for three continuous months, or reside or practice outside the State, Dr. Orra 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.

III. Required Reporting by Licensee

A. Within thirty days of the effective date of this Consent Agreement, Dr. Orra shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Orra shall provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments.

B. Within thirty days of the effective date of this Consent Agreement, Dr. Orra 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 any professional license. Dr. Orra 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 any professional license or reinstatement of any professional license. Further, Dr. Orra shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

IV. Failure to Comply

A. In the event Dr. Orra 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 periods of noncompliance will not apply to the reduction of the probationary period under this Consent Agreement.

B. Further, if, in the discretion of the Secretary and Supervising Member of the Board, Dr. Orra 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.

MODIFICATION OF TERMS

Dr. Orra shall not request modification of the above-described terms, limitations and conditions for a period of one year. After that one year period, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

Periods of time during which Dr. Orra's certificate to practice osteopathic medicine and surgery is inactive due to nonpayment of renewal fees will not apply to the reduction of the time periods set forth in this Consent Agreement, unless otherwise determined by motion of the Board in instances where the Board can be assured that the purposes of the probationary monitoring will be fulfilled.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Orra 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.

Dr. Orra 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. Dr. Orra acknowledges that his social security number will be used if this information is so reported, and Dr. Orra agrees to provide his social security number to the Board for such purpose.

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.

MAHMOOD MIKE ORRA, D.O.

4/23/01
DATE

ANAND G. GARG, M.D.
Secretary

5/9/01
DATE

DOUGLAS E. GRAFF
Attorney for Dr. Orra

4/23/01
DATE

RAYMOND J. ALBERT
Supervising Member

5/9/01
DATE

Anne Berry Strait by Rebecca J Allen
ANNE BERRY STRAIT
Assistant Attorney General

5/9/01
DATE

BEFORE THE STATE MEDICAL BOARD OF OHIO

IN THE MATTER OF :

:

MAHMOOD MIKE ORRA, D.O. :

NOTICE OF DISMISSAL OF SPECIFIED ALLEGATIONS

This matter is before the undersigned due to a change in the circumstances underlying portions of the June 25, 1998 notice of opportunity for hearing issued to Mahmood Mike Mohamed Orra, D.O. Specifically, it has come to our attention that the guilty plea referenced in numbered paragraph (1) of that notice was subsequently withdrawn by Dr. Orra. Further, we have been made aware that the acts, conduct and/or omissions alleged in numbered paragraph (2) of that notice have been the subject of adjudication by a trial court, resulting in a judgment on the merits in favor of Dr. Orra. Pursuant to R.C. Section 4731.22(E), as in effect prior to March 9, 1998, that judgment relieves the State Medical Board of jurisdiction with respect to allegations under R.C. Section 4731.22(B)(10).

In view of the foregoing, we hereby authorize the dismissal without prejudice of the allegations set forth in the June 25, 1998 notice that Dr. Orra violated R.C. Sections 4731.22(B)(10), (B)(11) and (B)(13).

So ORDERED this 6th day of January, 2000.

Anand G. Garg, MD per phone TAD
Anand G. Garg, M.D.
Secretary

Raymond J. Albert per phone TAD
Raymond J. Albert
Supervising Member

VER/SWM

State Medical Board of Ohio

77 S. High Street, 17th Floor • Columbus, Ohio 43266-0315 • 614 466-3934 • Website: www.state.oh.us/med/

June 25, 1998

Mahmood Mike Mohamed Orra, D.O.
7901 Detroit Avenue, Suite 170
Cleveland, Ohio 44102

Dear Doctor Orra:

In accordance with Chapter 119., Ohio Revised Code, you are hereby notified that the State Medical Board of Ohio intends to determine whether or not to limit, revoke, suspend, refuse to register or reinstate your certificate to practice osteopathic medicine, or to reprimand or place you on probation for one or more of the following reasons:

(1) On or about June 2, 1997, in the Court of Common Pleas of Franklin County, Ohio, you plead guilty to one count of falsification, in violation of Section 2921.13(A)(3), Ohio Revised Code, a misdemeanor of the first degree. Such plea was based on fraudulent acts committed by you as set forth in the Bill of Information filed June 2, 1997. The acts underlying this plea of guilty were committed in the course of practice.

(2) From on or about January 1, 1993, to on or about December 31, 1995, you billed the Ohio Department of Human Services for unrelated office visits and the removal of foreign bodies when, in fact, you knew that the actual office visits were for the purpose of the removal of sutures which were included in, and were a part of, claims you submitted for surgical and other physician services. You knowingly submitted these bills with the intention to receive additional reimbursement, in the amount of $12,207.55, to which you knew you were not entitled.

Your acts, conduct, and/or omissions underlying your guilty plea as alleged in paragraph (1) above, and/or your conduct as alleged in paragraphs (2) above, individually and/or collectively, constitute "publishing a false, fraudulent, deceptive, or misleading statement," as that clause is used in Section 4731.22(B)(5), Ohio Revised Code.

Further, your acts, conduct, and/or omissions underlying your guilty plea as alleged in paragraph (1) above, and/or your conduct as alleged in paragraphs (2) above, individually and/or collectively, constitute "(t)he obtaining of, or attempting to obtain, money or anything of value by fraudulent misrepresentations in the course of practice," as that clause is used in Section 4731.22(B)(8), Ohio Revised Code.

Further, your acts, conduct, and/or omissions as alleged in paragraph (2) above, individually and/or collectively, constitute "commission of an act that constitutes a felony in this state" as

Mailed 6/25/98

that clause is used in Section 4731.22(B)(10), Ohio Revised Code, to wit: Sections 2913.02(A)(3), Theft, and 2913.40(B), Medicaid Fraud, Ohio Revised Code.

Further, your guilty plea as alleged in paragraph (1) above, constitutes "(a) plea of guilty to, or a judicial finding of guilt of, a misdemeanor committed in the course of practice," as that clause is used in Section 4731.22(B)(11), Ohio Revised Code.

Further, your guilty plea as alleged in paragraph (1) above, constitutes "(a) plea of guilty to, or a judicial finding of guilt of, a misdemeanor involving moral turpitude," as that clause is used in Section 4731.22(B)(13), Ohio Revised Code.

Pursuant to Chapter 119., Ohio Revised Code, you are hereby advised that you are entitled to a hearing in this matter. If you wish to request such hearing, the request must be made in writing and must be received in the offices of the State Medical Board within thirty (30) days of the time of mailing of this notice.

You are further advised that you are entitled to appear at such hearing in person, or by your attorney, or by such other representative as is permitted to practice before this agency, or you may present your position, arguments, or contentions in writing, and that at the hearing you may present evidence and examine witnesses appearing for or against you.

In the event that there is no request for such hearing received within thirty (30) days of the time of mailing of this notice, the State Medical Board may, in your absence and upon consideration of this matter, determine whether or not to limit, revoke, suspend, refuse to register or reinstate your certificate to practice osteopathic medicine or to reprimand or place you on probation.

Copies of the applicable sections are enclosed for your information.

Very truly yours,

Anand G. Garg, M.D.
Secretary

AGG/jaw

CERTIFIED MAIL # Z 233 895 156
RETURN RECEIPT REQUESTED

cc: Mahmood Mike Mohamed Orra, D.O.
P.O. Box 687
Cleveland, Ohio 44107

CERTIFIED MAIL # Z 233 895 157
RETURN RECEIPT REQUESTED

cc: Douglas E. Graff, Esq.

CERTIFIED MAIL # Z 233 895 158
RETURN RECEIPT REQUESTED

BY PK

IN THE COURT OF COMMON PLEAS, FRANKLIN COUNTY, OHIO

FINAL APPEALABLE ORDER

EXHIBIT B

STATE OF OHIO,	:	
Plaintiff,	:	Case No. 96CR-08-4821
vs.	:	Judge Richard Sheward
MAHMOUD M. ORRA, Defendant.	:	Judgment Entry

1 1999

JUDGMENT ENTRY

This matter came before the Court on November 15, 1999, for trial. Defendant Mahmoud M. Orra executed a waiver of jury and the case proceeded to trial, with the Court serving as the finder of fact. Upon completion of the state of Ohio's case-in-chief, Defendant Orra moved, pursuant to Crim.R. 29, for acquittal on all charges enumerated in the indictment.

Now, having considered, in a light most favorable to the state of Ohio, all of the testimony and the physical evidence adduced, this Court finds that the evidence is insufficient to sustain a conviction on any of the charges.

THEREFORE, this Court sustains Defendant Mahmoud M. Orra's motion for acquittal and adjudges Defendant Orra not guilty. This case is dismissed.

Richard S. Sheward, Judge

FILED COMMON PLEAS COURT FRANKLIN CO. OHIO 99 NOV 26 PM 12:34 CLERK OF COURTS

Copies to:

Adrianne M. Blair and John P. Gripshover, Assistant Attorneys General
Jon M. Browning and Douglas E. Graff, Attorneys for Defendant