

**CONSENT AGREEMENT  
BETWEEN  
ROBERT R. GARDNER, D.O.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

STATE MEDICAL BOARD  
OF OHIO  
95 MAR 19 PM 5:01

This CONSENT AGREEMENT is entered into by and between ROBERT R. GARDNER, D.O., and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

ROBERT R. GARDNER, D.O., enters into this 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), 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 violations of Section 4731.22(B)(11), Ohio Revised Code, "(a) plea of guilty to, or a judicial finding of guilt of, a misdemeanor committed in the course of practice;" and Section 4731.22(B)(26), Ohio Revised Code, "(i)mpairment 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(B)(11) and (26), Ohio Revised Code, as detailed in Paragraphs D, E and F 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. ROBERT R. GARDNER, D.O., is licensed to practice osteopathic medicine and surgery in the State of Ohio.

- D. ROBERT R. GARDNER, D.O., ADMITS that since at least January 1994 he has obtained Vicodin, a controlled substance, by deception, for his personal use. DOCTOR GARDNER wrote prescriptions in the name of a valid patient, signing either his name or forging the signature of another physician. DOCTOR GARDNER picked up the prescriptions from the pharmacies by either forging the name of the patient's family member or by stating that he would deliver the medication to the patient. DOCTOR GARDNER retained all, or a portion of, the dosage units of Vicodin for his personal use. DOCTOR GARDNER further ADMITS that the acts, conduct, and/or omissions, as stated in this paragraph, individually and/or collectively, directly or indirectly, constitute a violation of Section 4731.22(B)(26), Ohio Revised Code.
- E. ROBERT R. GARDNER, D.O., ADMITS that on September 21, 1995, after entering a plea of no contest, he was found guilty of attempted illegal processing of drug documents based on his actions described in Paragraph D, above. DOCTOR GARDNER further ADMITS that his guilty plea, as stated in this paragraph, constitutes a violation of Section 4731.22(B)(11), to wit: Section 2923.02, Attempt, Ohio Revised Code, to wit: Section 2935.23, Illegal Processing of Drug Documents, Ohio Revised Code.
- F. ROBERT R. GARDNER, D.O., STATES that on January 3, 1995, he was first seen for treatment of opiate dependence by a non-approved provider. His treatment included 12-step meetings, treatment sessions, medical visits, and submission of random urine drug screens. He maintained compliance and successfully completed the six-month program.

Further, ROBERT R. GARDNER, D.O., STATES that on June 19, 1995, he was admitted for inpatient treatment of chemical dependency at Shepherd Hill Hospital, a Board approved treatment provider. DOCTOR GARDNER STATES that he satisfactorily completed treatment at Shepherd Hill Hospital and on July 3, 1995, was transferred to Central Ohio Recovery Residence (C.O.R.R.), Shepherd Hill's extended residential care facility. He was discharged from C.O.R.R. on September 8, 1995, after successful completion of the program.

DOCTOR GARDNER further ADMITS that while in treatment at Shepherd Hill and C.O.R.R., he was diagnosed with Vicodin and Ambien dependence, alcohol abuse, major depression, and generalized anxiety disorder. The terms of his Aftercare contract include: daily

STATE MEDICAL BOARD  
OF OHIO  
SEP 19 10 5:01

attendance at an A.A. meeting; weekly Aftercare at Miami Valley Hospital in Dayton; weekly attendance at a Caduceus Meeting; follow-up treatment of his depression by his personal psychiatrist; and urine screenings.

ROBERT R. GARDNER, D.O., STATES that he has maintained compliance with the terms of his Aftercare Contract since his discharge from C.O.R.R. on September 8, 1995.

Further, ROBERT R. GARDNER, D.O., STATES that he has not engaged in the active practice of medicine since June of 1995.

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

1. DOCTOR GARDNER shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR GARDNER 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. Quarterly declarations must be received in the BOARD's offices on or before the first day of every third month;
3. DOCTOR GARDNER 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 GARDNER written notification of scheduled appearances, it is DOCTOR GARDNER'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

96 MAR 19 PM 5:01  
STATE MEDICAL BOARD  
OF OHIO

appearance should have occurred, DOCTOR GARDNER shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

4. In the event that DOCTOR GARDNER should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR GARDNER 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 GARDNER is found by the Secretary of the Board to have failed to comply with any provision of this 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 GARDNER shall keep a log of all controlled substances prescribed, dispensed or administered. Such log shall be submitted in the format approved by the BOARD thirty (30) days prior to DOCTOR GARDNER's personal appearance before the BOARD or its designated representative, or as otherwise directed by the BOARD;
7. DOCTOR GARDNER shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of DOCTOR GARDNER's history of chemical dependency;
8. DOCTOR GARDNER shall abstain completely from the use of alcohol;
9. DOCTOR GARDNER shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR GARDNER 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 Agreement, DOCTOR GARDNER shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR GARDNER shall submit the required urine specimens. The supervising physician

96 MAR 19 PM 5:01  
STATE MEDICAL BOARD  
OF OHIO

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 GARDNER 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 GARDNER must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR GARDNER 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 GARDNER's quarterly declaration. It is DOCTOR GARDNER's responsibility to ensure that reports are timely submitted;

10. The BOARD retains the right to require, and DOCTOR GARDNER agrees to submit, blood or urine specimens for analysis upon request and without prior notice;
11. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR GARDNER shall submit for the BOARD's prior approval the name of a monitoring physician, who shall review DOCTOR GARDNER's patient charts and shall submit a written report of such review to the BOARD on a monthly 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 GARDNER's responsibility to ensure that the monitoring physician's quarterly reports are submitted to the BOARD on a timely basis;

STATE MEDICAL BOARD  
OF OHIO  
95 MAR 19 PM 5:01

Further, the monitoring physician shall otherwise monitor DOCTOR GARDNER and provide the BOARD with monthly reports on the doctor's progress and status. DOCTOR GARDNER shall ensure that such reports are forwarded to the BOARD on a monthly basis. In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, DOCTOR GARDNER must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR GARDNER 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 by the tenth day of the month following the time period covered in the monitoring physician's report. It is DOCTOR GARDNER's responsibility to ensure that reports are timely submitted;

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

DOCTOR GARDNER shall submit with each quarterly declaration required under paragraph (2.) of this agreement acceptable documentary evidence of continuing compliance with this program;

13. Within thirty (30) days of the effective date of this Agreement, DOCTOR GARDNER shall submit to the BOARD for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the BOARD, DOCTOR GARDNER shall undergo and continue psychiatric treatment monthly, or as otherwise directed by the BOARD. DOCTOR GARDNER shall ensure that psychiatric reports forwarded by his treating psychiatrist to the BOARD on a quarterly basis, or as otherwise directed by the BOARD;
14. DOCTOR GARDNER shall maintain continued compliance with the terms of the aftercare contract entered into with his treatment provider,

95 APR 19 PM 5:01  
STATE MEDICAL BOARD  
OF OHIO

provided, that where terms of the aftercare contract conflict with terms of this Agreement, the terms of this Agreement shall control;

15. DOCTOR GARDNER shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treatment provider 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;
16. Within thirty (30) days of the effective date of this Agreement, DOCTOR GARDNER 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 GARDNER 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
17. Within thirty (30) days of the effective date of this Agreement, DOCTOR GARDNER 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 GARDNER 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 GARDNER shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.
18. DOCTOR GARDNER 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 GARDNER 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 4731.43 of the Revised Code.

STATE MEDICAL BOARD  
OF OHIO  
06 MAR 19 PM 5:01

19. DOCTOR GARDNER 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 9 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 4731.43 of the Revised Code.
20. DOCTOR GARDNER AGREES that if he fails to participate in an alcohol and drug rehabilitation program at least as frequently as required by Paragraph 12 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 4731.43 of the Revised Code.

This Agreement shall remain in force for a minimum of three (3) years prior to any request for termination of said 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 STATE MEDICAL BOARD OF OHIO, DOCTOR GARDNER 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.

If the Secretary and Supervising Member of the BOARD determine that there is clear and convincing evidence that DOCTOR GARDNER has violated any term, condition or limitation of this CONSENT Agreement, DOCTOR GARDNER 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 GARDNER acknowledges that he 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.

DOCTOR GARDNER 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.

Robert R. Gardner, D.O.      Thomas E. Gretter  
ROBERT R. GARDNER, D.O.      THOMAS E. GREYTER, M.D.  
Secretary

3/11/96  
DATE

4/17/96  
DATE

Ronald P. Keller  
RONALD P. KELLER  
Attorney for Dr. Gardner, D.O.

Raymond J. Albert  
RAYMOND J. ALBERT  
Supervising Member

3-11-96  
DATE

4/17/96  
DATE

Anne C. Berry Strait, Esq.  
ANNE C. BERRY STRAIT, ESQ.  
Assistant Attorney General

4/17/96  
DATE