

**STEP II**  
**CONSENT AGREEMENT**  
**BETWEEN**  
**MARY H. RABB, D.O.**  
**AND**  
**THE STATE MEDICAL BOARD OF OHIO**

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

MARY H. RABB, D.O., 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 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 Paragraphs E and F of the April 1999 Step I Consent Agreement between MARY H. RABB, D.O, and THE STATE MEDICAL BOARD OF OHIO, a copy of which is attached hereto and fully incorporated herein. THE STATE MEDICAL BOARD OF OHIO 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.

STEP II CONSENT AGREEMENT

MARY H. RABB, D.O.

PAGE 2

- C. MARY H. RABB, D.O., is applying for reinstatement of her license to practice osteopathic medicine and surgery in the State of Ohio, which was suspended pursuant to the terms of the above referenced April 1999 Step I Consent Agreement.
- D. MARY H. RABB, D.O., STATES that she is not licensed to practice osteopathic medicine and surgery in any other state or jurisdiction.
- E. MARY H. RABB, D.O., ADMITS that after being admitted to Glenbeigh Health Sources in Rock Creek, Ohio, a BOARD approved treatment facility, on or about March 22, 1999, for detoxification and treatment for her cocaine dependence and alcohol dependence, she was transferred to the day treatment program on or about April 9, 1999. DOCTOR RABB further ADMITS that on or about May 7, 1999, she was discharged from the day treatment program, with staff approval.

DOCTOR RABB further ADMITS that she thereafter participated in Glenbeigh's intensive outpatient program from on or about May 10, 1999, to on or about May 20, 1999. DOCTOR RABB further ADMITS that at that time she was discharged to aftercare, and that she participated in such aftercare program once weekly for approximately twelve weeks.

- F. MARY H. RABB, D.O., STATES, and the STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES receipt of information to support, that she has remained fully compliant with the advocacy contract into which she entered with the Ohio Physicians Effectiveness Program in May 1999 and her aftercare contract with her treatment provider, Glenbeigh Health Sources. DOCTOR RABB ADMITS that such advocacy and aftercare contracts remain in effect to date.
- G. MARY H. RABB, D.O., STATES, and the STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES, that Chester J. Prusinski, D.O., of Glenbeigh Health Sources, in Rock Creek, Ohio, a BOARD approved treatment provider, and Christopher Adelman, M.D., of Rosary Hall Chemical Dependency Center at St. Vincent Charity Hospital and Health Center, in Cleveland, Ohio, a BOARD approved treatment provider, have provided written reports indicating that DOCTOR RABB's ability to practice has been assessed and that she has been found capable of practicing osteopathic medicine and surgery according to acceptable and prevailing standards of care, so long as certain treatment and monitoring requirements are in place.
- H. MARY H. RABB, D.O., STATES, and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES, that DOCTOR RABB has

STEP II CONSENT AGREEMENT

MARY H. RABB, D.O.

PAGE 3

fulfilled the conditions for reinstatement of her certificate to practice osteopathic medicine and surgery in the State of Ohio, as established in the April 1999 Step I Consent Agreement between MARY H. RABB, D.O., and THE STATE MEDICAL BOARD OF OHIO.

**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 MARY H. RABB, D.O., to practice osteopathic medicine and surgery in the State of Ohio shall be reinstated, and MARY H. RABB, 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 RABB shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR RABB 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;
3. DOCTOR RABB 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 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 DOCTOR RABB written notification of scheduled appearances, it is DOCTOR RABB'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

STEP II CONSENT AGREEMENT

MARY H. RABB, D.O.

PAGE 4

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

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

**MONITORING OF REHABILITATION AND TREATMENT**

**Drug Associated Restrictions**

6. DOCTOR RABB shall keep a log of all Ultram, Fioricet or controlled substances prescribed. Such log shall be submitted in the format approved by the BOARD thirty (30) days prior to DOCTOR RABB 's personal appearance before the BOARD or its designated representative, or as otherwise directed by the BOARD;
7. DOCTOR RABB shall not, without prior BOARD approval, administer, dispense, or possess (except as allowed under Paragraph 8 below) Ultram, Fioricet or any controlled substances as defined by state or federal law. In the event that the BOARD agrees at a future date to modify this CONSENT AGREEMENT to allow DOCTOR RABB to administer or dispense Ultram, Fioricet or controlled substances, DOCTOR RABB shall keep a log of all Ultram, Fioricet or controlled substances that she prescribes, administers or dispenses. Such log shall be submitted in the format approved by the BOARD thirty (30) days prior to DOCTOR RABB's personal appearance before the BOARD or its designated representative, or as otherwise directed by the BOARD;

**Sobriety**

8. DOCTOR RABB 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 DOCTOR RABB's history of chemical dependency;
9. DOCTOR RABB shall abstain completely from the use of alcohol;

**Drug and Alcohol Screens/Supervising Physician**

10. DOCTOR RABB shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR RABB 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 RABB shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR RABB shall submit the required urine specimens. In approving an individual to serve in this capacity, the BOARD will give preference to a physician who practices in the same locale as DOCTOR RABB. 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 RABB 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, DOCTOR RABB must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR RABB 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 DOCTOR RABB's quarterly declaration. It is DOCTOR RABB's responsibility to ensure that reports are timely submitted;

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

12. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR RABB shall submit for the BOARD's prior approval the name of a monitoring physician, who shall review DOCTOR RABB's patient charts and shall submit a written report of such review to the BOARD on a quarterly basis. In approving an individual to serve in this capacity, the BOARD will give preference to a physician who practices in the same locale as DOCTOR RABB and who is engaged in the same or similar practice specialty. 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 RABB'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 RABB and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR RABB 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 RABB must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR RABB shall further ensure that the previously designated monitoring physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefore;

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

**Rehabilitation Program**

13. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR RABB shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, no less than four (4) times per week, to include participation in at least one Caduceus meeting per week or, if DOCTOR RABB is unable to attend this required Caduceus meeting, one aftercare meeting per week may be substituted. Substitution of any other specific programs must receive prior BOARD approval;

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

**Aftercare**

14. DOCTOR RABB shall maintain continued compliance with the terms of the advocacy contract entered into with the Ohio Physicians Effective Program and with the aftercare contract entered into with her treatment provider, provided, that where terms of the advocacy contract or aftercare contract conflict with terms of this CONSENT AGREEMENT, the terms of this CONSENT AGREEMENT shall control;

**Releases**

15. DOCTOR RABB shall provide continuing authorization, through appropriate written consent forms, for disclosure by her 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;

**Required Reporting by Licensee**

16. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR RABB shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which she is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where she has privileges or appointments. Further, DOCTOR RABB shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which she contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where she applies for or obtains privileges or appointments;

STEP II CONSENT AGREEMENT

MARY H. RABB, D.O.

PAGE 8

17. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR RABB 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. DOCTOR RABB 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 reinstatement of any professional license. Further, DOCTOR RABB 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**

18. Any violation of Paragraph 8 or Paragraph 9 of this CONSENT AGREEMENT shall constitute grounds to revoke or permanently revoke DOCTOR RABB's certificate. DOCTOR RABB 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 RABB's certificate based on other violations of this CONSENT AGREEMENT;
19. DOCTOR RABB AGREES that if any declaration or report required by this CONSENT AGREEMENT is not received in the BOARD's offices on or before its due date, DOCTOR RABB 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;
20. DOCTOR RABB 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 10 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 4731.43 of the Revised Code; and,
21. DOCTOR RABB AGREES that if she fails to participate in an alcohol and drug rehabilitation program at least as frequently as required by Paragraph 13 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 4731.43 of the Revised Code.

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

DOCTOR RABB shall not request termination of this CONSENT AGREEMENT for a minimum of five (5) years. In addition, DOCTOR RABB shall not request modification to the probationary terms, limitations and conditions contained herein for at least one (1) 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**

DOCTOR RABB 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.

DOCTOR RABB 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.

**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.

  
\_\_\_\_\_  
MARY H. RABB, D.O.

  
\_\_\_\_\_  
ANAND G. GARG, M.D.  
Secretary

10-12-99  
DATE

10/13/99  
DATE

  
\_\_\_\_\_  
RAYMOND J. ALBERT  
Supervising Member

10/13/99  
DATE

  
\_\_\_\_\_  
ANNE B. STRAIT, ESQ.  
Assistant Attorney General

10/13/99  
DATE

1999 APR 12 AM 11:10

**STEP I**  
**CONSENT AGREEMENT**  
**BETWEEN**  
**MARY H. RABB, D.O.**  
**AND**  
**THE STATE MEDICAL BOARD OF OHIO**

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

MARY H. RABB, D.O., 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 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 Paragraphs 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. MARY H. RABB, D.O., is licensed to practice osteopathic medicine and surgery in the State of Ohio.
- D. MARY H. RABB, D.O., STATES that she is not licensed to practice osteopathic medicine and surgery in any other state or jurisdiction.
- E. MARY H. RABB, D.O., ADMITS that she suffers from cocaine dependence and alcohol dependence. DOCTOR RABB further ADMITS

that she first used cocaine approximately ten years ago and that she has used crack cocaine about every ten days for approximately the last five years.

DOCTOR RABB further ADMITS that she was admitted to Glenbeigh Health Sources in Rocky River, Ohio, a BOARD approved treatment provider, on or about March 22, 1999, for detoxification and inpatient treatment for her cocaine dependence and alcohol dependence. DOCTOR RABB further ADMITS that such inpatient treatment continues to date.

- F. MARY H. RABB, D.O., ADMITS that in or about December 1997 in the Cuyahoga County Court of Common Pleas, she pleaded guilty to one misdemeanor count of attempted possession of drugs (cocaine) in violation of Section 2925.11, Ohio Revised Code, to wit: Section 2923.02.

### AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, MARY H. RABB, D.O., 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 DOCTOR RABB, to practice osteopathic medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time;

#### Sobriety

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

#### Releases; Quarterly Declarations and Appearances

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

Drug & Alcohol Screens; Supervising Physician

7. DOCTOR RABB shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD.

1999 APR 12 AM 11:11

DOCTOR RABB 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 RABB shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR RABB 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 RABB 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 her responsibilities;

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

#### **CONDITIONS FOR REINSTATEMENT**

8. The BOARD shall not consider reinstatement of DOCTOR RABB's certificate to practice osteopathic medicine and surgery unless and until all of the following conditions are met:
  - a. DOCTOR RABB shall submit an application for reinstatement, accompanied by appropriate fees, if any;

1999 APR 12 AM 11:11

- b. DOCTOR RABB 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 DOCTOR RABB has successfully completed any required inpatient treatment;
  - ii. Evidence of continuing full compliance with an aftercare contract or consent agreement;
  - iii. Two written reports indicating that DOCTOR RABB's ability to practice has been assessed and that she has been found capable of practicing according to acceptable and prevailing standards of care. 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. DOCTOR RABB shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the BOARD or, if the BOARD and DOCTOR RABB are unable to agree on the terms of a written CONSENT AGREEMENT, then DOCTOR RABB 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 DOCTOR RABB's certificate to practice osteopathic medicine and surgery 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 DOCTOR RABB has maintained sobriety.

9. In the event that DOCTOR RABB has not been engaged in the active practice of osteopathic medicine and surgery 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 DOCTOR RABB's fitness to resume practice.

**REQUIRED REPORTING BY LICENSEE**

10. Within thirty (30) days of the effective date of this Agreement, DOCTOR RABB 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. DOCTOR RABB 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, DOCTOR RABB shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.
11. Within thirty (30) days of the effective date of this Agreement, DOCTOR RABB shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which she is under contract to provide physician 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, DOCTOR RABB 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**

DOCTOR RABB 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.

1999 APR 12 AM 11:11  
STATE MEDICAL BOARD

DOCTOR RABB 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.

**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.

Mary Rabb DO  
MARY H. RABB, D.O.

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

April 8, 1999  
DATE

4/14/99  
DATE

Raymond J. Albert  
RAYMOND J. ALBERT  
Supervising Member

4/14/99  
DATE

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

4/14/99  
DATE

STATE MEDICAL BOARD  
1999 APR 12 AM 11:11