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**STEP II
CONSENT AGREEMENT
BETWEEN
JAMES M. ROSSELIT, JR., D.O.
AND
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between James M. Rosselit, Jr., D.O., and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Rosselit 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.

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), 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 violation of Section 4731.22(B)(26), Ohio Revised Code, "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," and/or Section 4731.22(B)(10), Ohio Revised Code, "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Ohio Revised Code Sections 4731.22(B)(26) and (B)(10), to wit: Ohio Revised Code Sections 2913.02, Theft of Drugs; 2925.22, Deception to Obtain a Dangerous Drug; and 2925.23, Illegal Processing of Drug Documents, based upon the information as set forth in Paragraph E of the February 13, 2003, Step I Consent Agreement Between James M. Rosselit, Jr., D.O., and The State Medical Board of Ohio [February 2003 Step I Consent Agreement], 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. Such express reservation includes, but is not limited to, the right to institute formal proceedings based upon any violation related to patient care, or otherwise involving patients, regardless of whether the acts underlying such additional violations are related to the violations of Sections 4731.22(B)(26) and/or (B)(10), Ohio Revised Code, as set forth in Paragraph E of the February 2003 Step I Consent Agreement.

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- C. Dr. Rosselit is applying for reinstatement of his license to practice osteopathic medicine and surgery in the State of Ohio, License # 34-005558, which was suspended pursuant to the terms of the February 2003 Step I Consent Agreement.
- D. Dr. Rosselit states that he is not licensed to practice osteopathic medicine and surgery in any other State or jurisdiction.
- E. Dr. Rosselit admits that after entering residential treatment for chemical dependence on February 5, 2003, at the Cleveland Clinic Foundation, a Board approved treatment provider, he was discharged on March 5, 2003, treatment complete. Dr. Rosselit further admits that his diagnoses, as established while he was treated at the Cleveland Clinic Foundation, include opiate, benzodiazepine, and alcohol dependence, and atypical depression.
- F. Dr. Rosselit states, and the Board acknowledges receipt of information to support, that he has remained compliant with the terms of the treatment/aftercare contract into which he entered with his treatment provider, the Cleveland Clinic Foundation, in March 2003. In addition, Dr. Rosselit states, and the Board acknowledges receipt of information to support, that he has remained compliant with the terms of the advocacy contract into which he entered with the Ohio Physicians Effectiveness Program in March 2003. Dr. Rosselit further states that such treatment/aftercare contract and advocacy contract remain in effect to date.
- G. Dr. Rosselit states, and the Board acknowledges, that two physicians affiliated with Board approved treatment providers have provided written reports indicating that Dr. Rosselit's ability to practice has been assessed and that he 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.

Dr. Rosselit and the Board agree that David D. Goldberg, D.O., of Greene Memorial Hospital, a Board approved treatment provider, by letter dated November 21, 2003, opined that if Dr. Rosselit continues with his ongoing aftercare program, his 12-step meetings, and monitoring of drug screen urine testing, he would be capable of practicing [osteopathic] medicine according to acceptable and prevailing standards of care.

Dr. Rosselit and the Board further agree that Edna Jones, M.D., of The Woods at Parkside, a Board approved treatment provider, by letter dated January 3, 2004, opined that Dr. Rosselit is capable of practicing [osteopathic] medicine according to acceptable and prevailing standards of care, under certain limitations. These limitations, as specified in Dr. Jones' letter, include that Dr. Rosselit attend a weekly aftercare group of his peers for 104 sessions; continue meeting with Dr. Goldberg; attend at least three 12-step meetings per week, to include meetings that address his

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adult children of alcoholics issues; continue witnessed taking of Revia; and follow all terms of his Step II Consent Agreement and his OPEP advocacy contract. Dr. Jones' specified limitations further include that Dr. Rosselit's toxicology screens be sent randomly at least monthly for testing for Fentanyl and Sufentanil; that his cases be supervised in some way by his colleagues, such as by using a log showing the amounts of all opiates and other controlled substances given to Dr. Rosselit at the beginning of a case or day, the amount used for the case or day, and the amount left at the end of the case or day; that he not be permitted to "waste" remaining medications; and that one of the vials returned by Dr. Rosselit should be sent for testing to ensure an appropriate concentration of the drug is present. Dr. Jones further noted that alcohol saliva testing periodically could also prove useful on some of the days that he reports to work, with a blood specimen being tested should the saliva testing indicate the presence of alcohol.

- H. Dr. Rosselit states, and the Board acknowledges receipt of information to support, that Dr. Rosselit has fulfilled the conditions for reinstatement of his certificate to practice osteopathic medicine and surgery in the State of Ohio, as established in the February 2003 Step I Consent Agreement.
- I. Dr. Rosselit admits that on or about April 23, 2003, in the Common Pleas Court of Montgomery County, Ohio, after having previously entered guilty pleas to nine felony counts of violation of Section 2913.02(A)(2), Ohio Revised Code, Theft of Drugs, the Court found Dr. Rosselit eligible for intervention in lieu of conviction. Dr. Rosselit states, and the Board is in receipt of information to support, that the acts underlying these criminal counts are the same acts to which Dr. Rosselit admitted in the February 2003 Step I Consent Agreement.

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 Dr. Rosselit to practice osteopathic medicine and surgery in the State of Ohio shall be reinstated, and Dr. Rosselit knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Rosselit shall obey all federal, state, and local laws, and all rules governing the practice of osteopathic medicine in Ohio, and all terms of probation imposed by the Court in criminal case number 2003-CR-0584 in the Common Pleas Court of Montgomery County, Ohio.
2. Dr. Rosselit shall submit quarterly declarations under penalty of Board disciplinary action and/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 date his quarterly declaration would have been

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due pursuant to his February 2003 Step I Consent Agreement with the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.

3. Dr. Rosselit shall appear in person for an interview before the full Board or its designated representative. The first such appearance shall take place on the date his appearance would have been scheduled pursuant to his February 2003 Step I Consent Agreement with the Board. 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 Dr. Rosselit should leave Ohio for three continuous months, or reside or practice outside the State, Dr. Rosselit 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 Dr. Rosselit 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 REHABILITATION AND TREATMENT

Approval of Employment

6. Dr. Rosselit shall obtain the approval of the Board for any medical practice or employment related to the health care fields. The Board shall consider, among other factors, the adequacy and continuity of supervision and the feasibility of restricted access to controlled substances, which will ensure the protection of the public, prior to approval or disapproval of the proposed employment.

Drug Associated Restrictions

7. In the event that the Board approves a plan of practice pursuant to paragraph 6 that permits Dr. Rosselit to engage in the practice of anesthesiology, and for purposes of facilitating Dr. Rosselit's practice of anesthesiology, Dr. Rosselit shall be permitted to possess controlled substances during established work periods at a hospital facility, in accordance with the provisions of this paragraph, and as allowed under paragraph 10 below. Otherwise, Dr. Rosselit shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 10 below) any controlled substances as defined by state or federal law.

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Dr. Rosselit's possession of controlled substances during established work periods at a hospital facility shall be limited to controlled substances obtained by Dr. Rosselit for administration to patients during the work period in which the controlled substances are acquired. Prior to accepting possession of any controlled substances, Dr. Rosselit shall ensure that an accounting of the amounts and types of controlled substances being released to him has been performed and documented by another, who is legally authorized to possess such controlled substances. At or prior to the end of the work period, Dr. Rosselit shall return the unused controlled substances to another, who is legally authorized to possess such controlled substances, and shall ensure that an accounting of the amounts and types of controlled substances returned by him is performed and documented. In addition, Dr. Rosselit shall provide to the individual performing the accounting of the unused medications a log detailing the amount and type of controlled substance administered to each patient during the work period, as well as the name of the patient to whom the drug was administered, and shall ensure that a comparative audit is performed to determine whether or not all controlled substances released to him during the work period are appropriately accounted for, and shall further ensure that a comparative audit report is prepared reflecting the audit findings. Dr. Rosselit shall not dispose of any unused "waste" controlled substances.

In addition, Dr. Rosselit shall ensure that an assay is performed of the contents of at least one vial, or equivalent unit, of unused medications returned during each work period; that such vial, or equivalent unit, is randomly selected; and that all assay reports are forwarded directly to the Board on a quarterly basis. The costs associated with such assay shall be borne by Dr. Rosselit.

In the event that the comparative audit report reveals a discrepancy related to controlled substances possessed, administered, and returned, or should an assay report indicate that the substance tested is adulterated, Dr. Rosselit shall immediately notify the Board. Such notice shall be through telephone communication to the Board at the earliest opportunity, and shall be followed by written communication to the Board. In addition, Dr. Rosselit shall ensure that all such reports are immediately forwarded directly to the Board.

Otherwise, all comparative audit reports and assay reports required under this paragraph must be received in the Board's offices no later than the due date for Dr. Rosselit's quarterly declaration. It is Dr. Rosselit's responsibility to ensure that all reports required pursuant to this paragraph are timely submitted.

8. Dr. Rosselit shall keep a log of all controlled substances prescribed, administered, or personally furnished. Such log shall be submitted, in the format approved by the Board, thirty days prior to Dr. Rosselit's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Rosselit

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shall make his patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board upon request.

Monitoring Physician

9. Before engaging in any medical practice, Dr. Rosselit shall submit the name and curriculum vitae of a monitoring physician for prior written approval by the Secretary or Supervising Member of the Board. In approving an individual to serve in this capacity, the Secretary and Supervising Member will give preference to a physician who practices in the same locale as Dr. Rosselit and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Rosselit and his medical practice, and shall review Dr. Rosselit's patient charts. The chart review may be done on a random basis, with the frequency and number of charts reviewed to be determined by the Board.

Further, the monitoring physician shall provide the Board with reports on the monitoring of Dr. Rosselit and his medical practice, and on the review of Dr. Rosselit's patient charts. Dr. Rosselit shall ensure that the reports are forwarded to the Board on a quarterly basis and are received in the Board's offices no later than the due date for Dr. Rosselit's quarterly declaration.

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Rosselit must immediately so notify the Board in writing. In addition, Dr. Rosselit shall make arrangements acceptable to the Board for another monitoring physician within thirty days after the previously designated monitoring physician becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Rosselit shall ensure that the previously designated monitoring physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

Sobriety

10. Dr. Rosselit 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 Dr. Rosselit's history of chemical dependency.
11. Dr. Rosselit shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Supervising Physician

12. Dr. Rosselit shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Rosselit 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. In addition, on at least one occasion each month, to be selected on a random basis by his supervising physician as approved by the Board pursuant this paragraph, the drug panel utilized for Dr. Rosselit's urine screenings shall include, in addition to the drug panel otherwise approved by the Secretary of the Board, testing for Fentanyl and Sufentanil.

Dr. Rosselit shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

Within thirty days of the effective date of this Consent Agreement, Dr. Rosselit shall submit to the Board for its prior approval the name and curriculum vitae of a supervising physician to whom Dr. Rosselit 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 Dr. Rosselit. Dr. Rosselit and the supervising physician shall ensure that the urine specimens are obtained on a random basis and that the giving of the specimen is witnessed by a reliable person. In addition, the supervising physician shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Rosselit shall ensure that the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, as set forth in the materials provided by the Board to the supervising physician, 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 or her responsibilities.

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

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

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Saliva Screenings

14. Dr. Rosselit shall submit a plan for saliva screening administration, to include detailed information as to the type of testing device and testing ranges to be utilized, as well as the name of the individual(s) who will administer such screenings, for prior written approval by the Secretary or Supervising Member of the Board. The Secretary and Supervising Member shall consider, among other factors, whether the proposed testing device and testing ranges are adequate, which will ensure the protection of the public, prior to approval or disapproval of the proposed plan.

Dr. Rosselit shall submit to random saliva screenings for the presence of alcohol, in accordance with the approved plan, on a weekly basis or as otherwise directed by the Board. In the event that the saliva screening indicates the presence of alcohol, Dr. Rosselit shall immediately submit a blood specimen for analysis, at his expense, and shall refrain from work during that work period.

Dr. Rosselit shall immediately notify the Board of any positive saliva results and all blood screening results. Such notice shall be through telephone communication to the Board at the earliest opportunity, and shall be followed by written communication to the Board. In addition, Dr. Rosselit shall ensure that all blood screening reports are immediately forwarded directly to the Board.

Further, Dr. Rosselit shall submit acceptable documentary evidence of continuing compliance with this provision which must be received in the Board's offices no later than the due date for Dr. Rosselit's quarterly declarations.

Further, any request by Dr. Rosselit for modification of the requirement that he submit to saliva screenings as set forth in this paragraph shall be accompanied by documentation from a physician affiliated with a Board approved treatment provider and approved in advance by the Board for this purpose, who has evaluated Dr. Rosselit, indicating that such physician supports Dr. Rosselit's request for modification.

Revia (Naltrexone) Treatment

15. Dr. Rosselit shall take Revia (naltrexone) on a daily basis with observed administration. Further, Dr. Rosselit shall submit acceptable documentary evidence of continuing compliance with this provision which must be received in the Board's offices no later than the due date for Dr. Rosselit's quarterly declarations.

Any request by Dr. Rosselit for modification of this provision shall be accompanied by written documentation from his treating physician and a physician affiliated with a Board approved treatment provider indicating that such physician has assessed Dr. Rosselit and determined that discontinuation of Revia (naltrexone) treatment is medically warranted due to resultant negative health consequences.

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Counseling

16. Dr. Rosselit shall continue counseling sessions with David Goldberg, D.O., or another physician approved in advance by the Board, no less than once every two weeks, or as otherwise directed by the Board. Dr. Rosselit shall comply with his treatment plan. Dr. Rosselit shall ensure that reports are forwarded by his counseling physician to the Board on a quarterly basis, or as otherwise directed by the Board. The reports shall contain information describing Dr. Rosselit's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Rosselit's compliance with his treatment plan; Dr. Rosselit's status; and Dr. Rosselit's progress in treatment. Dr. Rosselit shall ensure that his counseling physician immediately notifies the Board of his failure to comply with his treatment plan and/or any determination that Dr. Rosselit is unable to practice. It is Dr. Rosselit's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Rosselit's quarterly declaration.

Rehabilitation Program/Aftercare Meetings

17. Within thirty days of the effective date of this Consent Agreement, Dr. Rosselit shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week, to include participation in at least one meeting per week that address issues faced by adult children of alcoholics. Substitution of any other specific program must receive prior Board approval.

In addition, Dr. Rosselit shall undertake and maintain participation in a group aftercare meeting of his peers, no less than one time per week; such aftercare meeting shall be affiliated with a Board approved treatment provider unless Dr. Rosselit obtains the advance approval of the Board to attend another group aftercare meeting. In the event that Dr. Rosselit's regular group aftercare meeting is not held in a given week, Dr. Rosselit shall participate in an additional meeting of an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus. Substitution of any other specific program must receive prior Board approval.

Dr. Rosselit shall submit acceptable documentary evidence of continuing compliance with these programs, which must be received in the Board's offices no later than the due date for Dr. Rosselit's quarterly declarations.

Aftercare/Physician Health Program

18. Dr. Rosselit shall maintain continued compliance with the terms of the treatment/aftercare contract entered into with his treatment provider and the advocacy contract entered into with the Ohio Physicians Effectiveness Program or, if approved in advance by the Board, another physician health program, provided that, where

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terms of the treatment/aftercare contract or advocacy contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Releases

19. Dr. Rosselit 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.

Required Reporting by Licensee

20. Within thirty days of the effective date of this Consent Agreement, Dr. Rosselit 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. Rosselit 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.
21. Within thirty days of the effective date of this Consent Agreement, Dr. Rosselit 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. Rosselit 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 for reinstatement of any professional license. Further, Dr. Rosselit 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, Dr. Rosselit 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 Dr. Rosselit has violated any term, condition or limitation of this Consent Agreement, Dr. Rosselit 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(G), Ohio Revised Code.

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DURATION/MODIFICATION OF TERMS

Dr. Rosselit shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Rosselit 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

Dr. Rosselit 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.

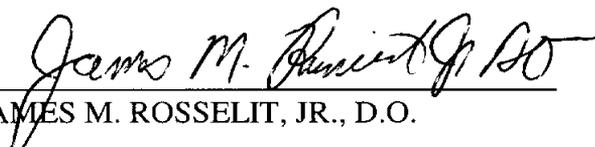
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Rosselit 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. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Rosselit acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

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.



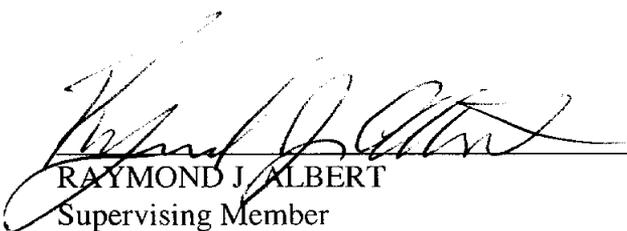
JAMES M. ROSSELIT, JR., D.O.



LANCE A. TALMAGE, M.D.
Secretary

March 04 2004
DATE

3-10-04
DATE


RAYMOND J. ALBERT
Supervising Member

3/10/04
DATE


LORI S. GILBERT
Chief Enforcement Attorney

3/8/04
DATE

**STEP I
CONSENT AGREEMENT
BETWEEN
JAMES M. ROSSELIT, JR., D.O.
AND
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between James M. Rosselit, Jr., D.O., and the State Medical Board of Ohio [the Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Rosselit 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.

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), 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 violation of Section 4731.22(B)(26), Ohio Revised Code, "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," and/or Section 4731.22(B)(10), Ohio Revised Code, "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Ohio Revised Code Sections 4731.22(B)(26) and (B)(10), to wit: Ohio Revised Code Sections 2913.02, Theft of Drugs; 2925.22, Deception to Obtain a Dangerous Drug; and 2925.23, Illegal Processing of Drug Documents, based upon the information as set forth in Paragraph 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 Agreement. Such express reservation includes, but is not limited to, the right to institute formal proceedings based upon any violation related to patient care, or otherwise involving patients, regardless of whether the acts underlying such additional violations are related to the violations of Sections 4731.22(B)(26) and/or (B)(10), Ohio Revised Code, as set forth in Paragraph E below.

STEP 1 CONSENT AGREEMENT

James M. Rosselit, Jr., D.O.

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- C. Dr. Rosselit is licensed to practice osteopathic medicine and surgery in the State of Ohio, License #34-005558.
- D. Dr. Rosselit states that he is also licensed to practice osteopathic medicine and surgery in the State(s) of N/A.
- E. Dr. Rosselit admits that he is chemically dependent and that he has inappropriately obtained controlled substances for his own use. Dr. Rosselit states that in 1995 he was initially treated for chemical dependency, at that time receiving several days of residential treatment at Shepherd Hill Hospital, a Board approved treatment provider in Newark, Ohio, before leaving Shepherd Hill and participating in an outpatient treatment program at Greene Hall at Greene Memorial Hospital, a Board approved treatment provider in Xenia, Ohio. Dr. Rosselit further states that in or about early 2002, after maintaining sobriety for a period of years, he relapsed on Fentanyl/Sufentanil and alcohol.

Dr. Rosselit states that prior to his 1995 treatment for chemical dependence and during his period of relapse in 2002 and 2003 he obtained Fentanyl/Sufentanil for self-use by deception in the course of his practice of anesthesiology, overstating the required patient dosages of the drugs in required documentation and using the excess amounts of drugs himself; Dr. Rosselit states that this was his sole means of obtaining drugs for self-use. Dr. Rosselit further states that in obtaining drugs for self-use by such deceptive means, he has never deprived a patient of the appropriate volume of drugs.

Dr. Rosselit admits that on February 6, 2003, he contacted the Board and self-reported his relapse, as well as the additional information about his use and treatment history set forth above. Dr. Rosselit further admits that at that time he also reported that on February 5, 2003, following an intervention by hospital staff, he had entered residential treatment for opiate dependence at the Cleveland Clinic Foundation, a Board approved treatment provider in Cleveland, Ohio, and further admits that such treatment continues to date.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Dr. Rosselit knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Rosselit to practice osteopathic medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 270 days.

STEP I CONSENT AGREEMENT

James M. Rosselit, Jr., D.O.

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Sobriety

2. Dr. Rosselit 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 Dr. Rosselit's history of chemical dependency.
3. Dr. Rosselit shall abstain completely from the use of alcohol.

Releases: Quarterly Declarations and Appearances

4. Dr. Rosselit 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 Dr. Rosselit's chemical dependency or related conditions, or for purposes of complying with this 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. Dr. Rosselit further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he 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. Dr. Rosselit shall submit quarterly declarations under penalty of Board disciplinary action and/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 sixteenth 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. Dr. Rosselit 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.

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James M. Rosselit, Jr., D.O.

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Drug & Alcohol Screens: Supervising Physician

7. Dr. Rosselit shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Rosselit 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 days of the effective date of this Consent Agreement, Dr. Rosselit shall submit to the Board for its prior approval the name of a supervising physician to whom Dr. Rosselit 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 Dr. Rosselit. Dr. Rosselit and the supervising physician shall ensure that the urine specimens are obtained on a random basis and that the giving of the specimen is witnessed by a reliable person. In addition, the supervising physician shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Rosselit shall ensure that the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, as set forth in the materials provided by the Board to the supervising physician, 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 or her responsibilities.

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

Rehabilitation Program

8. Within thirty days of the effective date of this Consent Agreement, Dr. Rosselit shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Rosselit shall submit acceptable documentary evidence of continuing compliance

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with this program which must be received in the Board's offices no later than the due date for Dr. Rosselit's quarterly declarations.

CONDITIONS FOR REINSTATEMENT

9. The Board shall not consider reinstatement of Dr. Rosselit's certificate to practice osteopathic medicine and surgery until all of the following conditions are met:
 - a. Dr. Rosselit shall submit an application for reinstatement, accompanied by appropriate fees, if any.
 - b. Dr. Rosselit shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his 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 Dr. Rosselit has successfully completed any required inpatient treatment.
 - ii. Evidence of continuing full compliance with a post-discharge aftercare contract with a treatment provider approved under Section 4731.25 of the Revised Code. Such evidence shall include, but not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with rule 4731-16-10 of the Administrative Code.
 - iii. Evidence of continuing full compliance with this Consent Agreement.
 - iv. Two written reports indicating that Dr. Rosselit's ability to practice has been assessed and that he 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. Dr. Rosselit shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Rosselit are unable to agree on the terms of a written Consent Agreement, then Dr. Rosselit 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 Dr. Rosselit'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

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agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code. Moreover, upon termination of the consent agreement or Board Order, Dr. Rosselit shall submit to the Board for at least two years annual progress reports made under penalty of Board disciplinary action or criminal prosecution stating whether Dr. Rosselit has maintained sobriety.

10. In the event that Dr. Rosselit 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 Dr. Rosselit's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

11. Within thirty days of the effective date of this Consent Agreement, Dr. Rosselit 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. Rosselit 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. Rosselit shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
12. Within thirty days of the effective date of this Consent Agreement, Dr. Rosselit 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. Rosselit 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.

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 Board, Dr. Rosselit 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.

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ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Rosselit 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.

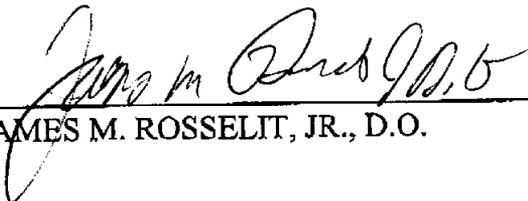
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Rosselit 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. Dr. Rosselit agrees to provide his 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.



JAMES M. ROSSELIT, JR., D.O.

2-12-03
DATE



ANAND G. GARG, M.D. *per telephone authorization*
Secretary

2/13/03
DATE



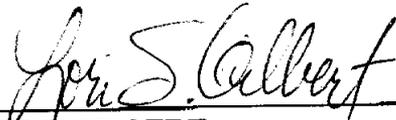
RAYMOND J. ALBERT
Supervising Member

2/13/03
DATE

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LORI S. GILBERT
Chief Enforcement Coordinator

2/13/03

DATE

Rev. 08/08/01