

BEFORE THE STATE MEDICAL BOARD OF OHIO

IN THE MATTER OF :  
:  
DALE PRATT-HARRINGTON, D.O. :

**ENTRY OF ORDER**

On September 7, 2011, Dale Pratt-Harrington, D.O., executed a Surrender of his license to practice osteopathic medicine and surgery in Ohio with consent to revocation, which document is attached hereto and fully incorporated herein.

Wherefore, upon ratification by the Board of the surrender, it is hereby ORDERED that Certificate No. 34-006970 authorizing Dale Pratt-Harrington, D.O., to practice medicine osteopathic and surgery in the state of Ohio be permanently REVOKED.

This Order is hereby entered upon the Journal of the State Medical Board of Ohio for the 14<sup>th</sup> day of September 2011, and the original thereof shall be kept with said Journal.

(SEAL)

  
Lance A. Talmage, M.D.  
Secretary

September 14, 2011  
Date

STATE OF OHIO  
THE STATE MEDICAL BOARD  
PERMANENT SURRENDER OF CERTIFICATE  
TO PRACTICE OSTEOPATHIC MEDICINE AND SURGERY

**Do not sign this agreement without reading it. An individual who permanently surrenders a certificate issued by the Board is forever thereafter ineligible to hold a certificate to practice or to apply to the Board for reinstatement of the certificate or issuance of any new certificate. You are permitted to be accompanied, represented and advised by an attorney, at your own expense, before deciding to sign this voluntary agreement.**

I, Dale Pratt-Harrington, D.O., am aware of my rights to representation by counsel, the right of being formally charged and having a formal adjudicative hearing, and do hereby freely execute this document and choose to take the actions described herein.

I, Dale Pratt-Harrington, D.O., do hereby voluntarily, knowingly, and intelligently surrender my certificate to practice osteopathic medicine and surgery, License #34-006970, to the State Medical Board of Ohio [Board], thereby relinquishing all rights to practice osteopathic medicine and surgery in Ohio.

I understand that as a result of the surrender herein I am no longer permitted to practice osteopathic medicine and surgery in any form or manner in the State of Ohio.

I agree that I shall be ineligible for, and shall not apply for, reinstatement or restoration of certificate to practice osteopathic medicine and surgery, License #34-006970, or issuance of any other certificate pursuant to the authority of the State Medical Board of Ohio, on or after the date of signing this Permanent Surrender of Certificate to Practice Osteopathic Medicine and Surgery. Any such attempted reapplication shall be considered null and void and shall not be processed by the Board.

I hereby authorize the State Medical Board of Ohio to enter upon its Journal an Order permanently revoking my certificate to practice osteopathic medicine and surgery, License #34-006970, in conjunction with which I expressly waive the provision of Section 4731.22(B), Ohio Revised Code, requiring that six (6) Board Members vote to revoke said certificate, and further expressly and forever waive all rights as set forth in Chapter 119., Ohio Revised Code, including but not limited to my right to counsel, right to a hearing, right to present evidence, right to cross-examine witnesses, and right to appeal the Order of the Board revoking my certificate to practice osteopathic medicine and surgery.

I stipulate and agree that I am taking the action described herein in lieu of continuing compliance with the terms of the Step II Consent Agreement into which I entered with the Board, effective April 8, 2009. I am currently not in compliance with the terms of that Consent Agreement.

Permanent Surrender of Certificate

Dale Pratt-Harrington, D.O.

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I, Dale Pratt-Harrington, D.O., hereby release the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This document 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. I, Dale Pratt-Harrington, D.O., acknowledge that my social security number will be used if this information is so reported and agree to provide my social security number to the Board for such purposes.

I stipulate and agree that I am taking the action described herein in lieu of formal disciplinary proceedings pursuant to Section 4731.22(B)(15), Ohio Revised Code.

**EFFECTIVE DATE**

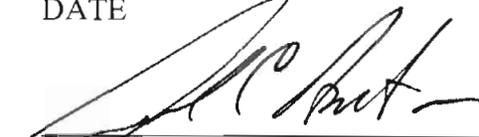
It is expressly understood that this Permanent Surrender of Certificate is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

  
\_\_\_\_\_  
DALE PRATT-HARRINGTON, D.O.

9/7/11  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
LANCE A. TALMAGE, M.D.  
Secretary

9-14-11  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
JACK C. AMATO, M.D.  
Supervising Member

9-14-11  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
KAREN MORTLAND  
Enforcement Attorney

Sept 8, 2011  
\_\_\_\_\_  
DATE

STATE MEDICAL BOARD  
OF OHIO  
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**STEP II  
CONSENT AGREEMENT  
BETWEEN  
DALE PRATT-HARRINGTON, D.O.,  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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This Consent Agreement is entered into by and between Dale Pratt-Harrington, D.O., [Dr. Pratt-Harrington], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Pratt-Harrington 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 a violation of Section 4731.22(B)(26), Ohio Revised Code, 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;" Section 4731.22(B)(5), for "[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatric medicine and surgery, or a limited branch of medicine; or in securing or attempting to secure any certificate to practice or certificate of registration issued by the board;" Section 4731.22(B)(12), Ohio Revised Code, for "[c]ommission of an act in the course of practice that constitutes a misdemeanor in this state, regardless of the jurisdiction in which the act was committed;" and/or Section 4731.22(B)(15), Ohio Revised Code, for "[v]iolation of the conditions of limitation placed by the board upon a certificate to practice."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(B)(26), Ohio Revised Code; Section 4731.22(B)(5), Ohio Revised Code; Section 4731.22(B)(12), Ohio Revised Code, to wit: Section 2921.13, Ohio Revised Code, Falsification; and Section 4731.22(B)(15), Ohio Revised Code, as set forth in the Step I Consent Agreement Between Dale Pratt-Harrington and the State Medical Board of Ohio [May 2004 Step I Consent

Agreement], effective May 12, 2004, and as set forth herein. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.

- C. Dr. Pratt-Harrington is seeking restoration of his certificate to practice osteopathic medicine and surgery, license number 34.006970, which was permanently revoked, such revocation stayed, and which was indefinitely suspended for not less than twelve months pursuant to the May 2004 Step I Consent Agreement.
- D. Dr. Pratt-Harrington states that he is not licensed to practice in any other state or jurisdiction.
- E. Dr. Pratt-Harrington admits that, after relapsing in or about October 2003 by ingesting two Bupap tablets that had been prescribed to his wife, he entered into the aforementioned May 2004 Step I Consent Agreement. Dr. Pratt-Harrington states, and the Board acknowledges receipt of information to support, that on or about August 14, 2008, David D. Goldberg, D.O, medical director of Greene Memorial Hospital, a Board-approved treatment provider in Xenia, Ohio, evaluated Dr. Pratt-Harrington for the purpose of determining whether Dr. Pratt-Harrington required any subsequent treatment. Dr. Pratt-Harrington states, and the Board acknowledges receipt of information to support, that Dr. Goldberg diagnosed Dr. Pratt-Harrington with Opioid Dependence, Sustained Remission, and Depression, and determined that the appropriate level of treatment for Dr. Pratt-Harrington was participation in an aftercare program. Dr. Pratt-Harrington further states, and the Board acknowledges receipt of information to support, that he is currently in compliance with the terms of his May 2004 Step I Consent Agreement, which provides, among other requirements, that he submit urine screen results for random periodic drug and alcohol testing, proof of attendance at 12-step meetings, and quarterly appearances.

Dr. Pratt-Harrington further admits that his history of impairment and disciplinary action with the Board includes that he received treatment for chemical dependency at Greene Memorial Hospital, Xenia, Ohio, a Board-approved treatment provider, from on or about September 1, 1999 until on or about September 29, 1999, and that he initially entered into a Step I Consent Agreement effective October 13, 1999, whereby his certificate to practice was suspended for violations including impairment due to habitual or excessive use or abuse of drugs, alcohol, or other substances, and commission of acts that constitute a felony and a misdemeanor in the course of practice. Dr. Pratt-Harrington admits that his certificate to practice was reinstated by this Board pursuant to a Step II Consent Agreement effective February 14, 2001. Dr. Pratt-Harrington further admits that the probationary terms of the February 14, 2001 Step II Consent Agreement were modified and augmented by an Addendum, effective May 14, 2003, wherein Dr. Pratt-Harrington admitted that he had relapsed by taking

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one Percocet tablet. Thereafter, Dr. Pratt-Harrington relapsed in October 2003 and subsequently entered into the aforementioned May 2004 Step I Consent Agreement.

Dr. Pratt-Harrington admits that pursuant to the reinstatement conditions set forth in the May 2004 Step I Consent Agreement, he undertook two assessments by addictionologists approved in advance by the Board. Dr. Pratt-Harrington states, and the Board acknowledges receipt of information to support, that Steven Clay, D.O., has provided a written report indicating that he has assessed Dr. Pratt-Harrington and that he finds that Dr. Pratt-Harrington is capable of practicing osteopathic medicine according to acceptable and prevailing standards of care. Further, Dr. Pratt-Harrington states, and the Board acknowledges receipt of information to support, that Wheaton B. Wood, M.D., has provided a written report indicating that he has assessed Dr. Pratt-Harrington, and finds that Dr. Pratt-Harrington is capable of practicing medicine and surgery according to acceptable standards of care, so long as Dr. Pratt-Harrington continues his aftercare program, continues treatment with a psychiatrist for medication management, continues with 12-step meetings, and engages in cognitive behavioral therapy for a minimum of 12 sessions.

Dr. Pratt-Harrington states, and the Board acknowledges receipt of information to support, that on or about January 23, 2009, he entered into an aftercare contract with Greene Hall Outpatient Services, Greene Memorial Hospital, which specified that his aftercare sessions are to be facilitated by Hector Flores, LIDCD, of Athens, Ohio, where Dr. Pratt-Harrington resides. Dr. Pratt-Harrington states, and the Board acknowledges receipt of information to support, that Dr. Pratt-Harrington entered into a Behavioral Contract and Treatment Contract with Flores and Associates, Inc., on February 20 and March 7, 2009, respectively. Dr. Pratt-Harrington states, and the Board acknowledges receipt of information to support, that he has remained fully compliant with the terms of his aftercare contract with his treatment provider, Greene Hall Outpatient, as administered by Flores and Associates, Inc.

Dr. Pratt-Harrington admits that he has not been engaged in the active practice of osteopathic medicine and surgery since on or about May 12, 2004. Dr. Pratt-Harrington states, and the Board acknowledges receipt of information to support, that on March 1, 2008, Dr. Pratt-Harrington took and passed the Comprehensive Osteopathic Medical Variable Purpose Examination [COMVEX] administered by the National Board of Osteopathic Medical Examiners.

Accordingly, Dr. Pratt-Harrington states, and the Board acknowledges receipt of information to support, that Dr. Pratt-Harrington has substantially fulfilled the conditions for reinstatement of his certificate to practice osteopathic medicine and surgery, as established in the May 2004 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. Pratt-Harrington to practice osteopathic medicine and surgery in the State of Ohio shall be RESTORED, and Dr. Pratt-Harrington knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Pratt-Harrington shall obey all federal, state, and local laws, and all rules governing the practice of osteopathic medicine in Ohio.
2. Dr. Pratt-Harrington 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 due pursuant to his May 2004 Step I Consent Agreement with the Board, or as otherwise requested by 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. Pratt-Harrington 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 May 2004 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. Dr. Pratt-Harrington shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the probationary terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Pratt-Harrington resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Pratt-Harrington may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Pratt-Harrington is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

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5. In the event Dr. Pratt-Harrington 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**

### **Drug Associated Restrictions**

6. Dr. Pratt-Harrington shall keep a log of all controlled substances prescribed. Such log shall be submitted, in the format approved by the Board, on the date upon which Dr. Pratt-Harrington's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Pratt-Harrington shall make his patient records with regard to such prescribing available for review by an agent of the Board immediately upon request.
7. Dr. Pratt-Harrington shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 8 below) 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 Dr. Pratt-Harrington to administer or personally furnish controlled substances, Dr. Pratt-Harrington 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 and shall be submitted to the Board no later than the date upon which Dr. Pratt-Harrington's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Pratt-Harrington shall make his patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board immediately upon request.

### **Sobriety**

8. Dr. Pratt-Harrington shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Pratt-Harrington's history of chemical dependency. Further, in the event that Dr. Pratt-Harrington is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Pratt-Harrington shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Pratt-Harrington received; the medical purpose for which he received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to him, Dr. Pratt-Harrington shall provide the Board with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.

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9. Dr. Pratt-Harrington shall abstain completely from the use of alcohol.

**Drug and Alcohol Screens/Drug Testing Facility and Collection Site**

10. Dr. Pratt-Harrington shall submit to random urine screenings for drugs and alcohol at least two times per month, or as otherwise directed by the Board. Dr. Pratt-Harrington 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, and shall include Dr. Pratt-Harrington's drug(s) of choice.

Dr. Pratt-Harrington shall abstain from the use of any substance and the consumption of poppy seeds or any other food or liquid that may produce a low level positive result in a toxicology screen. Dr. Pratt-Harrington acknowledges that he understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site, except as provided in Paragraph 11 below, and the screening process shall require a daily call-in procedure.

Dr. Pratt-Harrington shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Pratt-Harrington shall be negative, except for those substances prescribed, administered, or dispensed to him in conformance with the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

Further, within thirty days of the effective date of this Consent Agreement, Dr. Pratt-Harrington shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug testing facility and/or collection site in order to facilitate the urine screening process in the manner required by this Consent Agreement. Further, Dr. Pratt-Harrington shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Pratt-Harrington and the Board-approved drug testing facility and/or collection site. Dr. Pratt-Harrington's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Consent Agreement. However, Dr. Pratt-Harrington and the Board further agree that in the event Dr. Pratt-Harrington previously entered into the aforementioned financial and contractual agreements pursuant to the requirements of a prior consent agreement with the Board under which Dr. Pratt-Harrington is currently participating in an

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ongoing urine screening process, then this requirement shall be waived under the instant consent agreement.

Dr. Pratt-Harrington shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; 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, Dr. Pratt-Harrington and the Board-approved drug testing facility and collection site shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Pratt-Harrington shall ensure that the Board-approved drug testing facility and/or collection site provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.

In the event that the Board-approved drug testing facility and/or collection site becomes unable or unwilling to serve as required by this Consent Agreement, Dr. Pratt-Harrington must immediately notify the Board in writing, and make arrangements acceptable to the Board pursuant to Paragraph 11 below, as soon as practicable. Dr. Pratt-Harrington shall further ensure that the Board-approved drug testing facility and/or collection site also notifies the Board directly of its inability to continue to serve and the reasons therefore.

Dr. Pratt-Harrington acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the Secretary and Supervising Member of the Board determine that the drug testing facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

Further, in order to ensure that there will be no interruption in his current urine screening process, Dr. Pratt-Harrington shall continue to provide random urine screenings for drugs and alcohol at least once per week to the Supervising Physician previously approved pursuant to the May 2004 Step I Consent Agreement until such time that Dr. Pratt-Harrington has transitioned to the Board-approved drug testing facility and/or collection site as required pursuant to this Consent Agreement.

11. Dr. Pratt-Harrington and the Board agree that it is the intent of this Consent Agreement that Dr. Pratt-Harrington shall submit his urine specimens to the Board-approved drug testing facility and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Pratt-Harrington, as determined in the sole discretion of the Board, then subject to the following requirements, the Board may

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approve an alternate drug testing facility and/or collection site, or a supervising physician, to facilitate the urine screening process for Dr. Pratt-Harrington:

- a. Within thirty days of the date upon which Dr. Pratt-Harrington is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Pratt-Harrington, he shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Pratt-Harrington shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Pratt-Harrington's residence or employment location, or to a physician who practices in the same locale as Dr. Pratt-Harrington. Dr. Pratt-Harrington shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; 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, Dr. Pratt-Harrington acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.
- b. Dr. Pratt-Harrington shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.
- c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Pratt-Harrington must immediately notify the Board in writing. Dr. Pratt-Harrington shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Pratt-Harrington shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Pratt-Harrington.
- d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Pratt-Harrington's designated alternate drug testing

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facility and/or collection site, or any person proposed to serve as his supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

12. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Pratt-Harrington's quarterly declaration. It is Dr. Pratt-Harrington's responsibility to ensure that reports are timely submitted.
13. The Board retains the right to require, and Dr. Pratt-Harrington agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Pratt-Harrington, or for any other purpose, at Dr. Pratt-Harrington's expense upon the Board's request and without prior notice. Dr. Pratt-Harrington's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

#### **Monitoring Physician**

14. Before engaging in any medical practice, Dr. Pratt-Harrington shall submit to the Board in writing 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. Pratt-Harrington and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Pratt-Harrington and his medical practice, and shall review Dr. Pratt-Harrington'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. Pratt-Harrington and his medical practice, and on the review of Dr. Pratt-Harrington's patient charts. Dr. Pratt-Harrington 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. Pratt-Harrington's quarterly declaration.

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In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Pratt-Harrington must immediately so notify the Board in writing. In addition, Dr. Pratt-Harrington 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. Pratt-Harrington 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.

The Board expressly reserves the right to disapprove any person proposed to serve as Dr. Pratt-Harrington's designated monitoring physician, or to withdraw approval of any person previously approved to serve as Dr. Pratt-Harrington's designated monitoring physician, in the event that the Secretary and Supervising Member of the Board determine that any such monitoring physician has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

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### **Rehabilitation Program**

15. Dr. Pratt-Harrington shall 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. Pratt-Harrington shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Pratt-Harrington's quarterly declarations.

### **Aftercare**

16. Dr. Pratt-Harrington shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.
17. Dr. Pratt-Harrington shall maintain continued compliance with the terms of the aftercare contract entered into with a Board-approved treatment provider, provided that, where terms of the aftercare contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

### **Mental Health Treatment**

18. Within thirty days of the effective date of this Consent Agreement, Dr. Pratt-Harrington shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the Board, Dr. Pratt-Harrington shall undergo and continue psychiatric treatment at least quarterly, including

individual psychotherapy with at least twelve sessions of cognitive behavioral therapy, or as otherwise directed by the Board. Dr. Pratt-Harrington shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered. Dr. Pratt-Harrington shall ensure that psychiatric reports are forwarded by his treating psychiatrist to the Board on a quarterly basis, or as otherwise directed by the Board. The psychiatric reports shall contain information describing Dr. Pratt-Harrington's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Pratt-Harrington's compliance with his treatment plan; Dr. Pratt-Harrington's mental status; Dr. Pratt-Harrington's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Pratt-Harrington shall ensure that his treating psychiatrist immediately notifies the Board of his failure to comply with his psychiatric treatment plan and/or any determination that Dr. Pratt-Harrington is unable to practice due to his psychiatric disorder. It is Dr. Pratt-Harrington's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Pratt-Harrington's quarterly declaration.

The psychotherapy required as part of Dr. Pratt-Harrington's psychiatric treatment pursuant to this paragraph may be delegated by Dr. Pratt-Harrington's treating psychiatrist to an appropriately licensed mental health professional approved in advance by the Board, so long as Dr. Pratt-Harrington's treating psychiatrist oversees/supervises such psychotherapy; includes information concerning Dr. Pratt-Harrington's participation and progress in psychotherapy in his or her quarterly reports; and continues to meet personally with Dr. Pratt-Harrington at least quarterly. Should the psychotherapy required pursuant to this provision be delegated to a licensed mental health professional, Dr. Pratt-Harrington shall ensure that psychotherapy reports are forwarded by his treating licensed mental health professional to the Board on a quarterly basis, or as otherwise directed by the Board. The psychotherapy reports shall contain information describing Dr. Pratt-Harrington's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Pratt-Harrington's compliance with his treatment plan; Dr. Pratt-Harrington's mental status; Dr. Pratt-Harrington's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Pratt-Harrington shall ensure that his treating licensed mental health professional immediately notifies the Board of his failure to comply with his psychotherapy treatment plan and/or any determination that Dr. Pratt-Harrington is unable to practice due to his psychiatric disorder. These psychotherapy reports shall be in addition to the reports submitted by Dr. Pratt-Harrington's treating psychiatrist. It is Dr. Pratt-Harrington's responsibility to ensure that all quarterly reports are received in the Board's offices no later than the due date for Dr. Pratt-Harrington's quarterly declaration.

In the event that the designated treating psychiatrist and/or licensed mental health professional becomes unable or unwilling to serve in this capacity, Dr. Pratt-

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Harrington must immediately so notify the Board in writing. In addition, Dr. Pratt-Harrington shall make arrangements acceptable to the Board for another treating psychiatrist and/or licensed mental health professional within thirty days after the previously designated treating psychiatrist and/or licensed mental health professional becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Pratt-Harrington shall ensure that the previously designated treating psychiatrist and/or licensed mental health professional also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

The Board expressly reserves the right to disapprove any psychiatrist proposed to serve as Dr. Pratt-Harrington's designated treating psychiatrist and/or any licensed mental health professional proposed to serve as Dr. Pratt-Harrington's designated treating licensed mental health professional, or to withdraw approval of any such psychiatrist or licensed mental health professional previously approved to serve as Dr. Pratt-Harrington's designated treating psychiatrist or licensed mental health professional, in the event that the Secretary and Supervising Member of the Board determine that any such psychiatrist or licensed mental health professional has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

#### Releases

19. Dr. Pratt-Harrington shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, including psychiatric records, of whatever nature, by any and all parties that provide psychiatric treatment, mental health counseling, chemical dependency treatment or evaluation for Dr. Pratt-Harrington's chemical dependency, psychiatric, 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. To the extent permitted by law, 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. Pratt-Harrington further agrees to provide the Board written consent permitting any provider from whom he obtains chemical dependency treatment, psychiatric treatment, or mental health counseling to notify the Board in the event he fails to agree to or comply with any treatment or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.

#### Required Reporting by Licensee

20. Within thirty days of the effective date of this Consent Agreement, Dr. Pratt-Harrington shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services (including but not limited to third party payors) or is receiving training, and the Chief of Staff at

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each hospital where he has privileges or appointments. Further, Dr. Pratt-Harrington shall promptly 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. In the event that Dr. Pratt-Harrington provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Pratt-Harrington shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Pratt-Harrington shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

21. Within thirty days of the effective date of this Consent Agreement, Dr. Pratt-Harrington shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Pratt-Harrington further agrees to provide a copy of this Consent Agreement 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. Pratt-Harrington shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
22. Dr. Pratt-Harrington shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Pratt-Harrington chemical dependency treatment or monitoring, psychiatric treatment or psychological counseling. Further, Dr. Pratt-

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Harrington shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

23. Dr. Pratt-Harrington shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

#### FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Pratt-Harrington 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. Pratt-Harrington has violated any term, condition or limitation of this Consent Agreement, Dr. Pratt-Harrington 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.

#### DURATION/MODIFICATION OF TERMS

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

In the event that the Board initiates future formal proceedings against Dr. Pratt-Harrington, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

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**ACKNOWLEDGMENTS/LIABILITY RELEASE**

Dr. Pratt-Harrington 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.

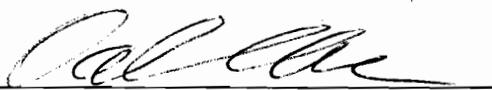
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Pratt-Harrington 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. Pratt-Harrington 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.

  
\_\_\_\_\_  
DALE PRATT-HARRINGTON, D.O.

  
\_\_\_\_\_  
LANCE A. TALMAGE, M.D.  
Secretary

3/19/09  
\_\_\_\_\_  
DATE

4-8-09  
\_\_\_\_\_  
DATE

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

4/8/09  
\_\_\_\_\_  
DATE

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Karen Mortland  
KAREN MORTLAND  
Enforcement Attorney

March 25, 2009  
DATE

OHIO STATE MEDICAL BOARD

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**STEP I**  
**CONSENT AGREEMENT**  
**BETWEEN**  
**DALE PRATT-HARRINGTON, D.O.**  
**AND**  
**THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between Dale Pratt-Harrington, D.O., and the State Medical Board of Ohio [the Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Pratt-Harrington 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)(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 Board enters into this Consent Agreement in lieu of further formal proceedings based upon the violations of Sections 4731.22(B)(5), 4731.22(B)(13), 4731.22(B)(15) and 4731.22(B)(26), Ohio Revised Code, as set forth in the Notice of Summary Suspension and Opportunity for Hearing issued February 11, 2004 attached hereto and incorporated herein as Exhibit A. The Board 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. Dr. Pratt-Harrington's license to practice osteopathic medicine and surgery in the State of Ohio, License # 34-006970, is currently suspended.
- D. Dr. Pratt-Harrington states that he is not licensed to practice in any other states.
- E. Dr. Pratt-Harrington stipulates and admits to the factual and legal allegations set forth in the February 11, 2004 Notice of Summary Suspension and Opportunity for Hearing attached hereto as Exhibit A.

### **AGREED CONDITIONS**

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

#### **TERMINATION OF SUMMARY SUSPENSION; SUSPENSION OF CERTIFICATE**

1. The Summary Suspension Order of February 11, 2004, is hereby **TERMINATED**, and the certificate of Dr. Pratt-Harrington to practice osteopathic medicine and surgery in the State of Ohio shall be **PERMANENTLY REVOKED**. Such permanent revocation is **STAYED**, and Dr. Pratt-Harrington's certificate shall be **SUSPENDED** for an indefinite period of time but not less than twelve (12) months.

#### **Sobriety**

2. Dr. Pratt-Harrington shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him/her by another so authorized by law who has full knowledge of Dr. Pratt-Harrington's history of chemical dependency.
3. Dr. Pratt-Harrington shall abstain completely from the use of alcohol.

#### **Releases; Quarterly Declarations and Appearances**

4. Dr. Pratt-Harrington 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. Pratt-Harrington'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. Pratt-Harrington 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. Pratt-Harrington 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 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. Dr. Pratt-Harrington 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.

Drug & Alcohol Screens; Supervising Physician

7. Dr. Pratt-Harrington shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Pratt-Harrington 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. Pratt-Harrington shall submit to the Board for its prior approval the name of a supervising physician to whom Dr. Pratt-Harrington 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. Pratt-Harrington. Dr. Pratt-Harrington 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. Pratt-Harrington 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. Pratt-Harrington must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Pratt-Harrington 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. Pratt-Harrington's quarterly declaration. It is Dr. Pratt-Harrington's responsibility to ensure that reports are timely submitted.

#### Rehabilitation Program

8. Within thirty days of the effective date of this Consent Agreement, Dr. Pratt-Harrington 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. Pratt-Harrington shall submit acceptable documentary evidence of continuing compliance with this program that must be received in the Board's offices no later than the due date for Dr. Pratt-Harrington's quarterly declarations.

#### **CONDITIONS FOR REINSTATEMENT**

9. The Board shall not consider reinstatement of Dr. Pratt-Harrington's certificate to practice osteopathic medicine and surgery until all of the following conditions are met:
  - a. Dr. Pratt-Harrington shall submit an application for reinstatement, accompanied by appropriate fees, if any.
  - b. Dr. Pratt-Harrington 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. Pratt-Harrington 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. Pratt-Harrington'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. Pratt-Harrington shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Pratt-Harrington are unable to agree on the terms of a written Consent Agreement, then Dr. Pratt-Harrington 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. Pratt-Harrington'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. Moreover, upon termination of the consent agreement or Board Order, Dr. Pratt-Harrington 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. Pratt-Harrington has maintained sobriety.

10. In the event that Dr. Pratt-Harrington has not been engaged in the active practice of 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. Pratt-Harrington's fitness to resume practice.

#### **REQUIRED REPORTING BY LICENSEE**

11. Within thirty days of the effective date of this Consent Agreement, Dr. Pratt-Harrington 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. Pratt-Harrington 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. Pratt-Harrington 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. Pratt-Harrington 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. Pratt-Harrington 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. Pratt-Harrington 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.

#### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

Dr. Pratt-Harrington 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.

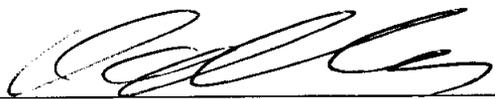
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Pratt-Harrington 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. Pratt-Harrington 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

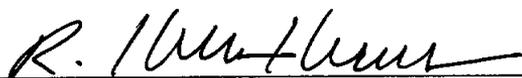
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member, and shall become effective upon the last date of signature below. GAP RKK by GAP

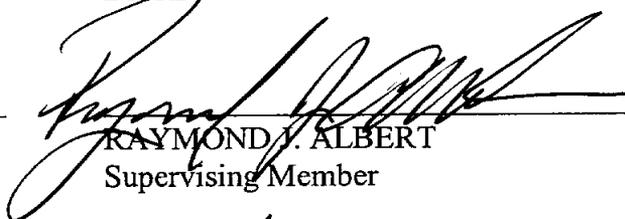
  
DALE PRATT-HARRINGTON, D.O.

  
LANCE TALMAGE, M.D.  
Secretary

5/6/04  
DATE

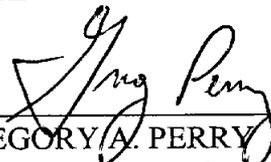
6-10-04  
DATE

  
R. KEVIN KERNS  
Attorney for Dr. Pratt-Harrington

  
RAYMOND J. ALBERT  
Supervising Member

May 11, 2004  
DATE

6/10/04  
DATE

  
GREGORY A. PERRY  
Assistant Attorney General

June 9, 2004  
DATE

By agreement of the parties, this Consent Agreement, after ratification by the Board and signature by the Secretary and Supervising Member, shall be considered to have gone into effect on May 12, 2004, the date of the preceding Board meeting at which the Consent Agreement should have come before the Board for consideration, but did not due to circumstances beyond the control of counsel for the parties. GAP RKK by GAP



# State Medical Board of Ohio

77 S. High St., 17th Floor • Columbus, OH 43215-6127 • (614) 466-3934 • Website: [www.state.oh.us/med/](http://www.state.oh.us/med/)

## NOTICE OF SUMMARY SUSPENSION AND OPPORTUNITY FOR HEARING

February 11, 2004

Dale Pratt-Harrington, D.O.  
6539 Hudnell Road  
Athens, Ohio 45701

Dear Doctor Pratt-Harrington:

Enclosed please find certified copies of the Entry of Order, the Notice of Opportunity for Hearing, and an excerpt of the Minutes of the State Medical Board, meeting in regular session on February 11, 2004, including a Motion adopting the Order of Summary Suspension and issuing the Notice of Opportunity for Hearing pursuant to Section 4731.22(G), Ohio Revised Code.

You are advised that continued practice after receipt of this Order shall be considered practicing without a certificate, in violation of Section 4731.43, Ohio Revised Code.

Section 119.12, Ohio Revised Code, may authorize an appeal from this Order of Summary Suspension. Such an appeal may be taken to the Franklin County Court of Common Pleas only. Such an appeal, setting forth the Order appealed from and the grounds of appeal, must be commenced by the filing of a Notice of Appeal with the State Medical Board of Ohio and the Court within fifteen days after the mailing of this notice and in accordance with the requirements of Section 119.12, Ohio Revised Code.

Additionally, pursuant to Chapter 119, Ohio Revised Code, you are hereby advised that you are entitled to a hearing on the allegations set forth in the Notice of Opportunity for Hearing. If you wish to request such hearing, that request must be made in writing and be received in the offices of the State Medical Board within thirty days of the time of mailing of this notice. Further information concerning such hearing is contained within the Notice of Opportunity for Hearing.

THE STATE MEDICAL BOARD OF OHIO

Lance A. Talmage, M.D., Secretary

LAT:blt  
Enclosures

\\nf\autotext\cite\sum-all.doc  
10/31/02

*Mailed 2-12-04*

**CERTIFICATION**

I hereby certify that the attached copies of the Entry of Order of the State Medical Board of Ohio and the Motion by the State Medical Board, meeting in regular session on February 11, 2004, to Adopt the Order of Summary Suspension and to Issue the Notice of Opportunity for Hearing, constitute true and complete copies of the Motion and Order as they appear in the Journal of the State Medical Board of Ohio.

This certification is made under the authority of the State Medical Board of Ohio and in its behalf.



Lance A. Talmage, M.D., Secretary

(SEAL)

February 11, 2004

Date

**BEFORE THE STATE MEDICAL BOARD OF OHIO**

IN THE MATTER OF :

DALE PRATT-HARRINGTON, D.O. :

**ENTRY OF ORDER**

This matter came on for consideration before the State Medical Board of Ohio the 11th day of February, 2004.

Pursuant to Section 4731.22(G), Ohio Revised Code, and upon recommendation of Lance A. Talmage, M.D., Secretary, and Raymond J. Albert, Supervising Member; and

Pursuant to their determination that there is clear and convincing evidence that Dale Pratt-Harrington, D.O., has violated Sections 4731.22(B)(15) and (26), Ohio Revised Code, as alleged in the Notice of Summary Suspension and Opportunity for Hearing which is enclosed herewith and fully incorporated herein, which determination is based upon review of information received pursuant to an investigation; and

Pursuant to their further determination that Dr. Pratt-Harrington's continued practice presents a danger of immediate and serious harm to the public; and further

Pursuant to the terms of the Step II Consent Agreement Between Dale Pratt-Harrington, D.O., and the State Medical Board of Ohio, effective February 14, 2001, which states:

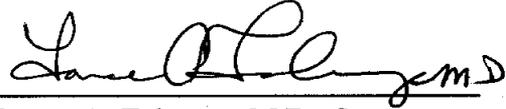
If the Secretary and Supervising Member of the Board determine that there is clear and convincing evidence that Doctor Pratt-Harrington has violated any term, condition or limitation of this Consent Agreement, Doctor Pratt-Harrington agrees that the violation, as alleged, also constitutes clear and convincing 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.

The following Order is hereby entered on the Journal of the State Medical Board of Ohio for the 11th day of February, 2004;

It is hereby ORDERED that the certificate of Dale Pratt-Harrington, D.O., to practice osteopathic medicine or surgery in the State of Ohio be summarily suspended.

It is hereby ORDERED that Dale Pratt-Harrington, D.O., shall immediately close all his medical offices and immediately refer all active patients to other appropriate physicians.

This Order shall become effective immediately.



Lance A. Talmage, M.D., Secretary

(SEAL)

February 11, 2004

Date



# State Medical Board of Ohio

77 S. High St., 17th Floor • Columbus, OH 43215-6127 • (614) 466-3934 • Website: [www.med.ohio.gov](http://www.med.ohio.gov)

## EXCERPT FROM THE DRAFT MINUTES OF FEBRUARY 11, 2004

### DALE PRATT-HARRINGTON, D.O. ORDER OF SUMMARY SUSPENSION AND NOTICE OF OPPORTUNITY FOR HEARING

At this time the Board read and considered the proposed Order of Summary Suspension and Notice of Opportunity For Hearing in the above matter, a copy of which shall be maintained in the exhibits section of this Journal.

**DR. BHATI MOVED TO APPROVE THE ORDER OF SUMMARY SUSPENSION AND TO SEND THE NOTICE OF OPPORTUNITY FOR HEARING TO DR. PRATT-HARRINGTON. DR. ROBBINS SECONDED THE MOTION. A vote was taken:**

Vote:	Mr. Albert	- abstain
	Dr. Egner	- aye
	Dr. Talmage	- abstain
	Dr. Bhati	- aye
	Dr. Kumar	- aye
	Mr. Browning	- aye
	Dr. Davidson	- aye
	Dr. Robbins	- aye
	Dr. Garg	- abstain
	Ms. Sloan	- aye

The motion carried.



# State Medical Board of Ohio

77 S. High St., 17th Floor • Columbus, OH 43215-6127 • (614) 466-3934 • Website: [www.state.oh.us/med/](http://www.state.oh.us/med/)

February 11, 2004

Dale Pratt-Harrington, D.O.  
6539 Hudnell Road  
Athens, Ohio 45701

Dear Doctor Pratt-Harrington:

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

- (1) On or about October 13, 1999, you entered into a Step I Consent Agreement with the Board in lieu of formal proceedings based upon your violations of Sections 4731.22(B)(10), (12), and (26), Ohio Revised Code. A copy of the Step I Consent Agreement is attached hereto and fully incorporated herein.

In this Step I Consent Agreement, you admitted that you suffer from chemical dependence for which you were treated at Greene Hall from approximately September 1, 1999, until September 29, 1999. You further admitted that you have obtained controlled substances for your own use by taking samples from your office supply and not accurately reflecting such in the controlled substance records; by directing patients to whom you had prescribed to bring the prescribed medications with them to their return office visits, at which time you would take some of the medications for your own use; by using medications that patients had returned to you to be destroyed, after documenting that you had disposed of such medications and that such disposal had been witnessed by another (when neither disposal or witnessing had occurred); and by exaggerating the pain associated with a recent injury in order to obtain controlled substances from your treating physician. In addition, you admitted that you self-prescribed Ultram for headaches on one occasion in or about August 1999.

In this Step I Consent Agreement, you also agreed to certain specified terms, conditions, and limitations, including that your certificate to practice osteopathic medicine and surgery in Ohio would be suspended for an indefinite period of time, but not less than 10 months.

- (2) On or about February 14, 2001, you entered into a Step II Consent Agreement with the Board, whereby your certificate to practice osteopathic medicine and surgery in Ohio was reinstated and wherein you agreed to certain specified probationary terms, conditions, and limitations. A copy of this Step II Consent Agreement is attached hereto and fully incorporated herein.

In this Step II Consent Agreement, in addition to admissions related to your having fulfilled your conditions for reinstatement, you admitted that on or about January 4, 2001, in the Athens County (Ohio) Court of Common Pleas, after having previously entered guilty pleas to two felony counts of violation of Section 2913.02(A)(3), Ohio Revised Code, Theft of Drugs, and two felony counts of violation of Section 2925.23(A), Ohio Revised Code, Illegal Processing of Drug Documents, you were granted treatment in lieu of conviction. In addition, you stated that the acts underlying these criminal counts were the same acts to which you had admitted in the Step I Consent Agreement.

- (3) On or about May 15, 2003, you entered into an Addendum to the Step II Consent Agreement with the Board in lieu of formal proceedings based upon your violations of Sections 4731.22(B)(15) and (26), Ohio Revised Code. A copy of this Addendum is attached hereto and fully incorporated herein.

In this Addendum, you admitted that on February 12, 2003, you ingested one Percocet tablet, and that such Percocet use was in violation of Paragraphs 7 and 8 of your Step II Consent Agreement and constituted a relapse; that on February 13, 2003, you contacted another physician and reported that, while experiencing back pain for which Vioxx was not providing relief, you had suffered an error in judgment and used one Percocet to attempt to alleviate your pain; and that this physician and you then telephoned the Board and reported your Percocet use. In this Addendum, you also agreed to the modification of paragraphs 13, 17, and 18 of the Step II Consent Agreement; to the addition of certain other probationary terms; to the modification of the Duration/Modification of Terms paragraph of the Step II Consent Agreement, to include lengthening the duration; and that all other terms, conditions and limitations of the Step II Consent Agreement would remain in full force and effect as set forth in the Step II Consent Agreement.

To date you remain subject to all terms, conditions, and limitations of the Step II Consent Agreement, as modified by the Addendum.

- (4) Paragraph 8 of the Step II Consent Agreement provides that you “shall abstain completely from the personal use or possession of drugs, except those prescribed, personally furnished or administered to [you] by another so authorized by law who has full knowledge of [your] history of chemical dependency.”

Despite this provision, the urine specimen that you submitted on October 10, 2003, and the urine specimen that you submitted on October 14, 2003, both tested positive for barbiturates and were GC/MS confirmed for the presence of butalbital. In addition, after denying from late-October 2003 to mid-January 2004, to individuals including representatives of the Board and the Ohio Physicians Effectiveness Program, that you had used any drugs in violation of your Step II Consent Agreement, at your quarterly appearance at the Board on January 12, 2004, you admitted that on two occasions in October 2003 you had taken two of your wife’s Bupap pills.

- (5) In accordance with the terms of paragraph 2 of the Step II Consent Agreement, you submitted a quarterly declaration dated January 4, 2004, in which you declared that you were in compliance with all the probationary terms, conditions, and limitations imposed upon you by the Board.

In fact, by taking Bupap that had not been prescribed, personally furnished or administered to you by another so authorized by law who was fully informed of your chemical dependency, you had violated the terms of your Step II Consent Agreement.

- (6) You failed to self-report your relapse to the Board as required by Rule 4731-15-01(A), Ohio Administrative Code.

Your acts, conduct, and/or omissions as alleged in paragraphs (1) through (4) above, individually and/or collectively, constitute “[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,” as that clause is used in Section 4731.22(B)(26), Ohio Revised Code.

Further, your acts, conduct, and/or omissions as alleged in paragraph (4) above, individually and/or collectively, constitute a “[v]iolation of the conditions of limitation placed by the board upon a certificate to practice,” as that clause is used in Section 4731.22(B)(15), Ohio Revised Code.

Further, your acts, conduct, and/or omissions as alleged in paragraphs (4) and (5) above, individually and/or collectively, constitute “[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatry, or a limited branch of medicine; or in securing or attempting to secure any certificate to practice or certificate of registration issued by the board,” as that clause is used in Section 4731.22(B)(5), Ohio Revised Code.

Further, your acts, conduct, and/or omissions as alleged in paragraph (5) above, individually and/or collectively, constitute “[c]ommission of an act in the course of practice that constitutes a misdemeanor in this state, regardless of the jurisdiction in which the act was committed,” as that clause is used in Section 4731.22(B)(12), Ohio Revised Code, to wit: Section 2921.13, Ohio Revised Code, Falsification.

Further, your acts, conduct, and/or omissions as alleged in paragraph (6) above, individually and/or collectively, constitute “violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board,” as that clause is used in Section 4731.22(B)(20), Ohio Revised Code, to wit: Rule 4731-15-01(A), Ohio Administrative Code.

Pursuant to Chapter 119., Ohio Revised Code, you are hereby advised that you are entitled to a hearing in this matter. If you wish to request such hearing, the request must be made in writing and

must be received in the offices of the State Medical Board within thirty days of the time of mailing of this notice.

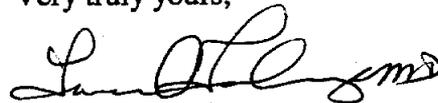
You are further advised that, if you timely request a hearing, you are entitled to appear at such hearing in person, or by your attorney, or by such other representative as is permitted to practice before this agency, or you may present your position, arguments, or contentions in writing, and that at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

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

Please note that, whether or not you request a hearing, Section 4731.22(L), Ohio Revised Code, provides that "[w]hen the board refuses to grant a certificate to an applicant, revokes an individual's certificate to practice, refuses to register an applicant, or refuses to reinstate an individual's certificate to practice, the board may specify that its action is permanent. An individual subject to a permanent action taken by the board is forever thereafter ineligible to hold a certificate to practice and the board shall not accept an application for reinstatement of the certificate or for issuance of a new certificate."

Copies of the applicable sections are enclosed for your information.

Very truly yours,



Lance A. Talmage, M.D.  
Secretary

LAT/blt  
Enclosures

CERTIFIED MAIL # 7000 0600 0024 5141 6600  
RETURN RECEIPT REQUESTED

cc: Kevin Kerns, Esq.  
Kegler, Brown, Hill & Ritter  
65 E. State street, 18<sup>th</sup> Floor  
Columbus, OH 43215

CERTIFIED MAIL # 7000 0600 0024 5141 6594  
RETURN RECEIPT REQUESTED

**ADDENDUM**  
**TO THE FEBRUARY 2001**  
**STEP II CONSENT AGREEMENT**  
**BETWEEN**  
**DALE PRATT-HARRINGTON, D.O.**  
**AND**  
**THE STATE MEDICAL BOARD OF OHIO**

This Addendum to the February 2001 Step II Consent Agreement between Dale Pratt-Harrington, D.O., and the State Medical Board of Ohio [Addendum] is entered into by and between Dale Pratt-Harrington, D.O. [Dr. Pratt-Harrington], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code. A copy of the February 2001 Step II Consent Agreement between Dale Pratt-Harrington, D.O., and the State Medical Board of Ohio [Step II Consent Agreement] is attached hereto and incorporated herein.

Dr. Pratt-Harrington enters into this Addendum 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 Addendum 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)(15), Ohio Revised Code, “[v]iolation of the conditions of limitation placed by the board upon a certificate to practice,” and/or 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 Board enters into this Addendum in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(15) and (B)(26), Ohio Revised Code, 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 Consent Agreement.
- C. Dr. Pratt-Harrington’s license to practice osteopathic medicine and surgery in the State of Ohio, License # 34-006970, is currently subject to the probationary terms, conditions, and limitations set forth in the Step II Consent Agreement.

- D. Dr. Pratt-Harrington states that he is not licensed to practice osteopathic medicine and surgery in any other state or jurisdiction.
- E. Dr. Pratt-Harrington admits that he is chemically dependent and that he has been subject to the terms, conditions, and limitations set forth in the Step II Consent Agreement since February 14, 2001.

Dr. Pratt-Harrington admits that on February 12, 2003, he ingested one Percocet tablet, and further admits that such Percocet use was in violation of Paragraphs 7 and 8 of his Step II Consent Agreement and constituted a relapse. Dr. Pratt-Harrington further admits that on February 13, 2003, he contacted another physician and reported that, while experiencing back pain for which Vioxx was not providing relief, he had suffered an error in judgment and used one Percocet to attempt to alleviate his pain. Dr. Pratt-Harrington further admits that this physician and he then telephoned the Board and reported his Percocet use. Dr. Pratt-Harrington further admits that on February 14, 2003, he provided information concerning this Percocet use to staff of Greene Hall at Greene Memorial Hospital, a Board approved treatment provider in Xenia, Ohio, and was scheduled for evaluation.

Following his evaluation at Greene Hall on February 19, 2003, the Board received a written report from David D. Goldberg, D.O., which included his opinion that Dr. Pratt-Harrington is capable of practicing according to acceptable and prevailing standards of care at this time, as well as his recommendations that Dr. Pratt-Harrington attend at least three-to-four twelve-step program meetings each week; that he attend at least one Caduceus meeting per week; and that he participate in individual counseling to address underlying personal psycho-social issues.

### **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. Pratt-Harrington knowingly and voluntarily agrees with the Board that Paragraphs 13, 17, and 18 of the Step II Consent Agreement shall be replaced with the following Paragraphs 13, 17, and 18; that Dr. Pratt-Harrington will be subject to the additional probationary terms set forth in the following Paragraph 23; that the Duration/Modification of Terms paragraph of the Step II Consent Agreement shall be replaced with the following Duration/Modification of Terms paragraph; and that all other terms, conditions and limitations of the Step II Consent Agreement, shall remain in full force and effect as set forth in the Step II Consent Agreement.

#### **Rehabilitation Program**

- 13. Dr. Pratt-Harrington 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 four times per week, to include participation in at least one Caduceus meeting per week. Substitution of any other specific program must receive prior Board approval.

Dr. Pratt-Harrington shall submit acceptable documentary evidence of continuing compliance with this program which must be received in the Board's offices no later than the due date for Dr. Pratt-Harrington's quarterly declarations.

### **Required Reporting by Licensee**

17. Within thirty days of the effective date of this Addendum, Dr. Pratt-Harrington shall provide a copy of this Addendum 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. Pratt-Harrington shall provide a copy of this Addendum 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.
18. Within thirty days of the effective date of this Addendum, Dr. Pratt-Harrington shall provide a copy of this Addendum 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. Pratt-Harrington further agrees to provide a copy of this Addendum 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. Pratt-Harrington shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

### **Counseling**

23. Within thirty days of the effective date of this Addendum, Dr. Pratt-Harrington shall submit to the Board for its prior approval the name and qualifications of a qualified mental health professional of his choice. Upon approval by the Board, Dr. Pratt-Harrington shall undergo and continue counseling weekly or as otherwise directed by the Board. Dr. Pratt-Harrington shall comply with his treatment plan. Dr. Pratt-Harrington shall ensure that reports are forwarded by his treating mental health professional to the Board on a quarterly basis, or as otherwise directed by the Board. The reports shall contain information describing Dr. Pratt-Harrington's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Pratt-Harrington's compliance with his treatment plan; Dr. Pratt-Harrington's mental status; and Dr. Pratt-Harrington's progress in treatment. Dr. Pratt-Harrington shall ensure that his treating mental health professional immediately notifies the Board of his failure to comply with his treatment plan and/or any determination that Dr. Pratt-Harrington is unable to practice. It is Dr. Pratt-Harrington's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Pratt-Harrington's quarterly declaration.

### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Pratt-Harrington appears to have violated or breached any term or condition of this Addendum or the Step II 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 Addendum or the Step II Consent Agreement.

If the Secretary and Supervising Member of the Board determine that there is clear and convincing evidence that Dr. Pratt-Harrington has violated any term, condition or limitation of this Addendum or the Step II Consent Agreement, Dr. Pratt-Harrington 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.

### **DURATION/MODIFICATION OF TERMS**

Dr. Pratt-Harrington shall not request modification to the terms, conditions, and limitations of the Step II Consent Agreement or Addendum, including the modified and/or additional probationary terms, conditions, and limitations referenced in Paragraphs 13, 17, 18, and 23 of this Addendum, for at least one year from the effective date of this Addendum, and shall not request termination of the Step II Consent Agreement or Addendum for a minimum of four years from the effective date of this Addendum. Otherwise, the terms, conditions, and limitations contained in this the Step II Consent Agreement and Addendum may be amended or terminated in writing at any time upon agreement of both parties.

### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

Dr. Pratt-Harrington acknowledges that he has had an opportunity to ask questions concerning the terms of this Addendum and the Step II 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 Addendum or the Step II Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Pratt-Harrington hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

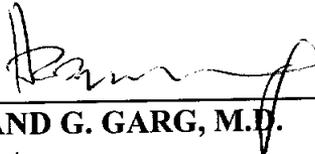
This Addendum and the Step II Consent Agreement shall be considered public records as that term is used in Section 149.43, Ohio Revised Code, and may be reported to appropriate organizations, data banks, and governmental bodies. Dr. Pratt-Harrington agrees to provide his

social security number to the Board and hereby authorizes the Board to utilize that number in conjunction with that reporting.

**EFFECTIVE DATE**

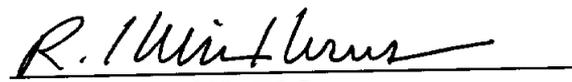
It is expressly understood that this Addendum is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

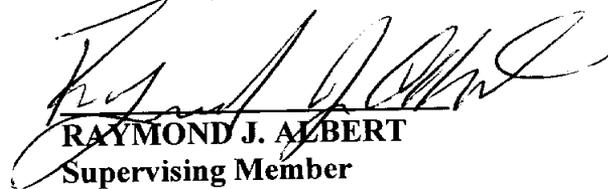
  
\_\_\_\_\_  
DALE PRATT-HARRINGTON, D.O.

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

4/23/03  
\_\_\_\_\_  
DATE

5/14/03  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
KEVIN KERNS, ESQ.  
Attorney for Dr. Pratt-Harrington

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

May 1, 2003  
\_\_\_\_\_  
DATE

5/14/03  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
LORI S. GILBERT  
Chief Enforcement Coordinator

5/2/03  
\_\_\_\_\_  
DATE

**STEP II**  
**CONSENT AGREEMENT**  
**BETWEEN**  
**DALE PRATT-HARRINGTON, D.O.**  
**AND**  
**THE STATE MEDICAL BOARD OF OHIO**

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

DALE PRATT-HARRINGTON, D.O., 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 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)(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," 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," and Section 4731.22(B)(12), Ohio Revised Code, "[c]ommission of an act that constitutes a misdemeanor in this state regardless of the jurisdiction in which the act was committed, if the act was committed in the course of practice."
- B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violations of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraphs E and F of the October 1999 Step I Consent Agreement between DALE PRATT-HARRINGTON, D.O., and THE STATE MEDICAL BOARD OF OHIO, a copy of which is attached hereto and

fully incorporated herein, and the violations of Sections 4731.22(B)(10) and/or (B)(12), Ohio Revised Code, to wit: any record-keeping, theft, fraud, or drug-related offenses based upon the facts as set forth in Paragraphs E and F of the above-referenced October 1999 Step I Consent Agreement. 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.

- C. DALE PRATT-HARRINGTON, D.O., is applying for reinstatement of his certificate to practice osteopathic medicine and surgery in the State of Ohio, which was suspended pursuant to the terms of the above-referenced October 1999 Step I Consent Agreement.
- D. DALE PRATT-HARRINGTON, D.O., STATES that he is not licensed to practice osteopathic medicine and surgery in any other state or jurisdiction.
- E. DALE PRATT-HARRINGTON, D.O., STATES, and the STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES receipt of information to support, that he has remained fully compliant with the terms of the advocacy contract into which he entered with the Ohio Physicians Effectiveness Program in November 1999 and his aftercare contract with his treatment provider, Greene Hall Chemical Dependency Services at Greene Memorial Hospital, a BOARD approved treatment facility in Xenia, Ohio, as administered by Health Recovery Services in Athens, Ohio. DOCTOR PRATT-HARRINGTON ADMITS that such advocacy and aftercare contracts remain in effect to date.
- F. DALE PRATT-HARRINGTON, D.O., STATES, and the STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES, that Steven W. Clay, D.O., Impaired Physicians Liaison, Ohio University College of Osteopathic Medicine in Athens, Ohio, who was approved by the BOARD to evaluate DOCTOR PRATT-HARRINGTON, and John Peterangelo, D.O., of Greene Hall Chemical Dependency Services at Greene Memorial Hospital, a BOARD approved treatment facility in Xenia, Ohio, have provided written reports indicating that DOCTOR PRATT-HARRINGTON'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.
- G. DALE PRATT-HARRINGTON, D.O., STATES, and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES, that DOCTOR

PRATT-HARRINGTON has fulfilled the conditions for reinstatement of his certificate to practice osteopathic medicine and surgery in the State of Ohio, as established in the above-referenced October 1999 Step I Consent Agreement.

- H. DALE PRATT-HARRINGTON, D.O., ADMITS that on or about January 4, 2001, in the Athens County (Ohio) Court of Common Pleas, after having previously entered guilty pleas to two felony counts of violation of Section 2913.02(A)(3), Ohio Revised Code, Theft of Drugs, and two felony counts of violation of Section 2925.23(A), Ohio Revised Code, Illegal Processing of Drug Documents, he was granted treatment in lieu of conviction. DOCTOR PRATT-HARRINGTON STATES, and the STATE MEDICAL BOARD OF OHIO is in receipt of information to support, that the acts underlying these criminal counts are the same acts to which DOCTOR PRATT-HARRINGTON admitted in the above-referenced October 1999 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 DALE PRATT-HARRINGTON, D.O., to practice osteopathic medicine and surgery in the State of Ohio shall be reinstated, and DALE PRATT-HARRINGTON, 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 PRATT-HARRINGTON shall obey all federal, state and local laws, and all rules governing the practice of osteopathic medicine in Ohio, and all terms of the treatment in lieu of conviction granted by the Athens County (Ohio) Common Pleas Court in criminal case number 00CR216;
2. DOCTOR PRATT-HARRINGTON 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 PRATT-HARRINGTON 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 PRATT-HARRINGTON written notification of scheduled appearances, it is DOCTOR PRATT-HARRINGTON'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 appearance should have occurred, DOCTOR PRATT-HARRINGTON shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

4. In the event that DOCTOR PRATT-HARRINGTON should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR PRATT-HARRINGTON 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 PRATT-HARRINGTON 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 PRATT-HARRINGTON shall keep a log of all controlled substances prescribed. Such log shall be submitted in the format approved by the BOARD thirty (30) days prior to DOCTOR PRATT-HARRINGTON's personal appearance before the BOARD or its designated representative, or as otherwise directed by the BOARD;

7. DOCTOR PRATT-HARRINGTON shall not, without prior BOARD approval, administer, personally furnish, or possess (except as allowed under Paragraph 8 below) 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 PRATT-HARRINGTON to administer or personally furnish controlled substances, DOCTOR PRATT-HARRINGTON 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 (30) days prior to DOCTOR PRATT-HARRINGTON's personal appearance before the BOARD or its designated representative, or as otherwise directed by the BOARD;

**Sobriety**

8. DOCTOR PRATT-HARRINGTON shall abstain completely from the personal use or possession of drugs, except those prescribed, personally furnished or administered to him by another so authorized by law who has full knowledge of DOCTOR PRATT-HARRINGTON's history of chemical dependency;
9. DOCTOR PRATT-HARRINGTON shall abstain completely from the use of alcohol;

**Drug and Alcohol Screens/Supervising Physician**

10. DOCTOR PRATT-HARRINGTON shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR PRATT-HARRINGTON 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 PRATT-HARRINGTON shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR PRATT-HARRINGTON 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 PRATT-HARRINGTON. 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 PRATT-HARRINGTON 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 his responsibilities;

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

11. The BOARD retains the right to require, and DOCTOR PRATT-HARRINGTON agrees to submit, blood or urine specimens for analysis at DOCTOR PRATT-HARRINGTON's expense upon the BOARD's request and without prior notice. DOCTOR PRATT-HARRINGTON'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. Before engaging in any medical practice, DOCTOR PRATT-HARRINGTON shall submit for the BOARD's prior approval the name of a monitoring physician, who shall review DOCTOR PRATT-HARRINGTON'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 PRATT-HARRINGTON 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 PRATT-HARRINGTON'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 PRATT-HARRINGTON and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR PRATT-HARRINGTON 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 PRATT-HARRINGTON must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR PRATT-HARRINGTON 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 PRATT-HARRINGTON's quarterly declaration. It is DOCTOR PRATT-HARRINGTON'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 PRATT-HARRINGTON shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, no less than three (3) times per week. Substitution of any other specific program must receive prior BOARD approval;

DOCTOR PRATT-HARRINGTON 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 PRATT-HARRINGTON shall maintain continued compliance with the terms of the aftercare contract entered into with his treatment provider, provided, that where terms of the aftercare contract conflict

with terms of this CONSENT AGREEMENT, the terms of this CONSENT AGREEMENT shall control;

**Approval of Employment**

15. DOCTOR PRATT-HARRINGTON shall obtain the prior 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;

**Releases**

16. DOCTOR PRATT-HARRINGTON 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**

17. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR PRATT-HARRINGTON 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, DOCTOR PRATT-HARRINGTON 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;
18. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR PRATT-HARRINGTON 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. DOCTOR PRATT-HARRINGTON 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, DOCTOR PRATT-HARRINGTON shall provide this

BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt;

#### **VIOLATION OF PROBATIONARY TERMS**

19. Any violation of Paragraph 8 or Paragraph 9 of this CONSENT AGREEMENT shall constitute grounds to revoke or permanently revoke DOCTOR PRATT-HARRINGTON's certificate. DOCTOR PRATT-HARRINGTON 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 PRATT-HARRINGTON's certificate based on other violations of this CONSENT AGREEMENT;
20. DOCTOR PRATT-HARRINGTON 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 PRATT-HARRINGTON 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;
21. DOCTOR PRATT-HARRINGTON 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 10 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; and,
22. DOCTOR PRATT-HARRINGTON AGREES that if he fails to participate in an alcohol and drug rehabilitation program at least as frequently as required by Paragraph 13 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.

**FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the BOARD, DOCTOR PRATT-HARRINGTON 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 PRATT-HARRINGTON has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR PRATT-HARRINGTON 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.

**DURATION/MODIFICATION OF TERMS**

DOCTOR PRATT-HARRINGTON shall not request termination of this CONSENT AGREEMENT for a minimum of five (5) years. In addition, DOCTOR PRATT-HARRINGTON 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 PRATT-HARRINGTON 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.

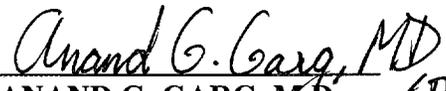
DOCTOR PRATT-HARRINGTON hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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**

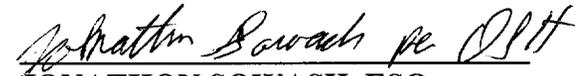
It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the Secretary and Supervising Member and that it shall become effective upon the last date of signature below.

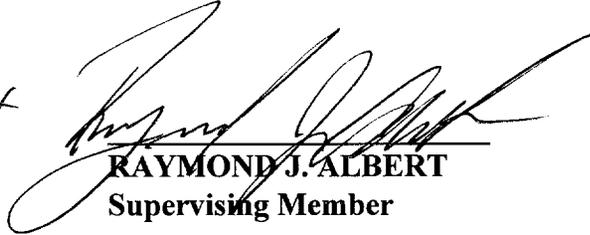
  
\_\_\_\_\_  
DALE PRATT-HARRINGTON, D.O.

  
\_\_\_\_\_  
ANAND G. GARG, M.D. <sup>MD</sup>  
Secretary

2/14/01  
\_\_\_\_\_  
DATE

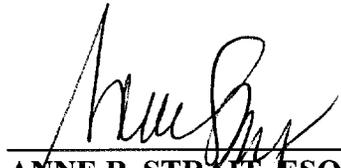
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\_\_\_\_\_  
JONATHON SOWASH, ESQ.  
Attorney for Dr. Pratt-Harrington

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

2/14/01  
\_\_\_\_\_  
DATE

2/14/01  
\_\_\_\_\_  
DATE

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

2/14/01  
\_\_\_\_\_  
DATE

**STEP I**  
**CONSENT AGREEMENT**  
**BETWEEN**  
**DALE PRATT-HARRINGTON, D.O.**  
**AND**  
**THE STATE MEDICAL BOARD OF OHIO**

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

DALE PRATT-HARRINGTON, D.O., 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 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)(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," 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," and Section 4731.22(B)(12), Ohio Revised Code, "[c]ommission of an act that constitutes a misdemeanor in this state regardless of the jurisdiction in which the act was committed, if the act was committed in the course of practice."
- B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violations of Section 4731.22(B)(26), Ohio Revised Code, as set forth in paragraphs E and F below, and the violations of Sections 4731.22(B)(10) and/or (B)(12), Ohio Revised Code, to wit: any record-keeping, theft, fraud, or drug-related offenses based upon the facts as set forth in Paragraphs E and F below.

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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.

- C. DALE PRATT-HARRINGTON, D.O., is licensed to practice osteopathic medicine and surgery in the State of Ohio.
- D. DALE PRATT-HARRINGTON, D.O., STATES that he is not licensed to practice osteopathic medicine and surgery in any other state or jurisdiction.
- E. DALE PRATT-HARRINGTON, D.O., ADMITS that he suffers from chemical dependence. DOCTOR PRATT-HARRINGTON further ADMITS that his diagnoses include opioid dependence, alcohol dependence in full remission, and cannabis dependence in full remission. DOCTOR PRATT-HARRINGTON further ADMITS that his drugs of choice have included Vicodin, Percocet, Percodan, Ultram, and Demerol.

Further, DOCTOR PRATT-HARRINGTON ADMITS that he has obtained controlled substances for his own use by taking samples from his office supply and not accurately reflecting such in the controlled substance records; by directing patients to whom he had prescribed to bring the prescribed medications with them to their return office visits, at which time he would take some of the medications for his own use; by using medications that patients had returned to him to be destroyed, after documenting that he had disposed of such medications and that such disposal had been witnessed by another (when neither disposal or witnessing had occurred); and by exaggerating the pain associated with recent injury in order to obtain controlled substances from his treating physician. DOCTOR PRATT-HARRINGTON further ADMITS that he self-prescribed Ultram for headaches on one occasion in or about August 1999.

- F. DALE PRATT-HARRINGTON, D.O., ADMITS that in or about 1988 he participated in a five-day family care program at the Hazelden Clinic Center City, Minnesota.

DOCTOR PRATT-HARRINGTON further ADMITS that in or about late August 1999, after being confronted by colleagues concerning issues including possible chemical dependence, he was admitted to Shepherd Hill Hospital in Newark, Ohio, a BOARD approved treatment facility, for inpatient treatment for his chemical dependence. DOCTOR PRATT-HARRINGTON further ADMITS that he left Shepherd Hill Hospital after approximately one day.

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DOCTOR PRATT-HARRINGTON further ADMITS that on or about September 1, 1999, he was admitted to the residential/overnight daycare program at Greene Hall at Greene Memorial Hospital in Xenia, Ohio, a BOARD approved treatment facility, for treatment for his chemical dependence. DOCTOR PRATT-HARRINGTON further ADMITS that he was discharged from Greene Hall on or about September 29, 1999, upon successful completion of treatment.

**AGREED CONDITIONS**

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, DALE PRATT-HARRINGTON, 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 PRATT-HARRINGTON to practice medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time, but not less than ten (10) months;

**Sobriety**

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

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**Releases; Quarterly Declarations and Appearances**

4. DOCTOR PRATT-HARRINGTON 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 PRATT-HARRINGTON'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

PRATT-HARRINGTON 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. DOCTOR PRATT-HARRINGTON 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 PRATT-HARRINGTON 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 PRATT HARRINGTON written notification of scheduled appearances, it is DOCTOR PRATT-HARRINGTON'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 appearance should have occurred, DOCTOR PRATT-HARRINGTON shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

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Drug & Alcohol Screens; Supervising Physician

7. DOCTOR PRATT-HARRINGTON shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD. DOCTOR PRATT-HARRINGTON 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 PRATT-HARRINGTON shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR PRATT-HARRINGTON 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 PRATT-HARRINGTON. 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 PRATT-HARRINGTON 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 PRATT-HARRINGTON must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR PRATT-HARRINGTON 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 PRATT-HARRINGTON's quarterly declaration. It is DOCTOR PRATT-HARRINGTON's responsibility to ensure that reports are timely submitted;

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**CONDITIONS FOR REINSTATEMENT**

8. The BOARD shall not consider reinstatement of DOCTOR PRATT-HARRINGTON's certificate to practice medicine and surgery unless and until all of the following conditions are met:

- a. DOCTOR PRATT-HARRINGTON shall submit an application for reinstatement, accompanied by appropriate fees, if any;
- b. DOCTOR PRATT-HARRINGTON 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 DOCTOR PRATT-HARRINGTON 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 PRATT-HARRINGTON'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 include any recommendations for treatment, monitoring, or supervision of DOCTOR PRATT-HARRINGTON, and any conditions, restrictions, or limitations that should be imposed on DOCTOR PRATT-HARRINGTON's practice. The reports shall also describe the bases for these determinations.

Prior to the assessments, which shall be made within the six months immediately preceding the application for reinstatement, DOCTOR PRATT-HARRINGTON shall provide the individuals or providers approved by the BOARD for making such assessments with copies of patient records from any evaluations and/or treatment that he has received, and a copy of this CONSENT AGREEMENT.

- c. DOCTOR PRATT-HARRINGTON shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the BOARD or, if the BOARD and DOCTOR PRATT-HARRINGTON are unable to agree on the terms of a written CONSENT AGREEMENT, then DOCTOR PRATT-HARRINGTON further agrees to abide by any terms, conditions and

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limitations imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code.

Further, upon reinstatement of DOCTOR PRATT-HARRINGTON's certificate to practice 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 PRATT-HARRINGTON has maintained sobriety.

9. In the event that DOCTOR PRATT-HARRINGTON has not been engaged in the active practice of 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 PRATT-HARRINGTON's fitness to resume practice.

**REQUIRED REPORTING BY LICENSEE**

10. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR PRATT-HARRINGTON 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. DOCTOR PRATT-HARRINGTON 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, DOCTOR PRATT-HARRINGTON 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 CONSENT AGREEMENT, DOCTOR PRATT-HARRINGTON 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, DOCTOR PRATT-HARRINGTON shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he

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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, DOCTOR PRATT-HARRINGTON 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.

**ACKNOWLEDGMENTS/LIABILITY RELEASE**

DOCTOR PRATT-HARRINGTON 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.

DOCTOR PRATT-HARRINGTON 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 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.

STATE MEDICAL BOARD  
OF OHIO  
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DALE PRATT-HARRINGTON, D.O.

10/8/99

DATE



JONATHAN SOWASH, ESQ.  
Attorney for Dr. Pratt-Harrington

10-8-99

DATE



ANAND G. GARG, M.D.  
Secretary

10/13/99

DATE



RAYMOND J. ALBERT  
Supervising Member

10/13/99

DATE



ANNE B. STRAIT, ESQ.  
Assistant Attorney General

10/13/99

DATE