

2008 MAY -2 A 11: 22

**STEP II  
CONSENT AGREEMENT  
BETWEEN  
ANDREAS HERBERT SZOKOLOCZY-SYLLABA, D.O.,  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Szokoloczy-Syllaba 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)(19), 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 “[i]nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(19), Ohio Revised Code, as set forth in Paragraphs E and F, below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.
- C. Dr. Szokoloczy-Syllaba is seeking reinstatement of his certificate to practice osteopathic medicine and surgery, license number 34.007391, which was indefinitely suspended pursuant to the Step I Consent Agreement Between Andreas Herbert Szokoloczy-Syllaba, D.O. and the State Medical Board of Ohio, effective September 12, 2007 [September 2007 Step I Consent Agreement], a copy of which is attached hereto and incorporated herein.
- D. Dr. Szokoloczy-Syllaba states that he is not licensed to practice in any other state or jurisdiction.

- E. Dr. Szokoloczy-Syllaba admits that on or about September 20, 2007, in Oakwood Municipal Court, Montgomery County, Ohio, Case No. 07-CRB-68, he entered a plea of no contest to, and was found guilty of, Menacing, a fourth degree misdemeanor, in violation of Section 2903.22, Ohio Revised Code, for acts relating to his admissions contained in the September 2007 Step I Consent Agreement. Dr. Szokoloczy-Syllaba admits that following such finding of guilt, he was fined and placed on probation for a period of one year. Dr. Szokoloczy-Syllaba states that such acts were a manifestation of his psychiatric condition.
- F. Dr. Szokoloczy-Syllaba states, and the Board acknowledges receipt of information to support, that following the suspension of his certificate to practice by this Board pursuant to the September 2007 Step I Consent Agreement based upon his inability to practice to due his admitted psychiatric condition, he has been treated by a psychiatrist, Peter A. Ramirez, M.D., and a psychologist, Paul Enter, Ph.D., both of whom were approved by this Board. Dr. Szokoloczy-Syllaba admits, and the Board acknowledges receipt of information to support, that Dr. Ramirez has diagnosed Dr. Szokoloczy-Syllaba with Bipolar Disorder, mixed type; that he has maintained Dr. Szokoloczy-Syllaba on medication; and that Dr. Szokoloczy-Syllaba has been compliant with his psychiatric and counseling appointments. Dr. Szokoloczy-Syllaba states, and the Board acknowledges receipt of information to support, that as provided by the terms of his September 2007 Step I Consent Agreement, Dr. Ramirez assessed Dr. Szokoloczy-Syllaba's ability to practice, and found that he is now capable of practicing according to acceptable and prevailing standards of care, subject to certain conditions, including that he initially return to work on a part-time basis.

Dr. Szokoloczy-Syllaba states, and the Board acknowledges receipt of information to support, that Howard H. Sokolov, M.D., a Board-approved psychiatrist, has assessed Dr. Szokoloczy-Syllaba's ability to practice and found that he is capable of practicing according to acceptable and prevailing standards of care subject to certain conditions including that he maintain treatment with a psychiatrist and psychologist and that he initially return to work on a part-time basis, which may be adjusted after a period of three months based upon the recommendations of his treating psychiatrist and psychologist.

#### **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. Szokoloczy-Syllaba to practice osteopathic medicine and surgery in the State of Ohio shall be REINSTATED, and Dr. Szokoloczy-Syllaba knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Szokoloczy-Syllaba shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio, and all terms of probation imposed by the Oakwood Municipal Court, Montgomery County, Ohio, Case No. 07-CRB-68.
2. Dr. Szokoloczy-Syllaba 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 September 2007 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. Szokoloczy-Syllaba 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 September 2007 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. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Szokoloczy-Syllaba is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.
5. In the event Dr. Szokoloczy-Syllaba 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.

### **Mental Health Treatment**

6. Dr. Szokoloczy-Syllaba and the Board agree that the person previously approved by the Board to serve as Dr. Szokoloczy-Syllaba's treating psychiatrist pursuant to the September 2007 Step I Consent Agreement is hereby approved to continue as Dr. Szokoloczy-Syllaba's designated treating psychiatrist under this Consent Agreement, unless within thirty days of the effective date of this Consent Agreement, Dr. Szokoloczy-Syllaba shall submit to the Board for its prior approval the name and qualifications of an alternative psychiatrist of his choice.

Dr. Szokoloczy-Syllaba shall undergo and continue psychiatric treatment at least once each month and psychotherapy (psychological counseling) at least once each week, or as otherwise directed by the Board. Dr. Szokoloczy-Syllaba shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered. Dr. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Szokoloczy-Syllaba's compliance with his treatment plan; Dr. Szokoloczy-Syllaba's mental status; Dr. Szokoloczy-Syllaba's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba is unable to practice due to his psychiatric disorder. It is Dr. Szokoloczy-Syllaba's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Szokoloczy-Syllaba's quarterly declaration.

The psychotherapy required as part of Dr. Szokoloczy-Syllaba's psychiatric treatment pursuant to this paragraph may be delegated by Dr. Szokoloczy-Syllaba's treating psychiatrist to an appropriately licensed mental health professional approved in advance by the Board, so long as Dr. Szokoloczy-Syllaba's treating psychiatrist oversees/supervises such psychotherapy; includes information concerning Dr. Szokoloczy-Syllaba's participation and progress in psychotherapy in his or her quarterly reports; and continues to meet personally with Dr. Szokoloczy-Syllaba at least once each month. Should the psychotherapy required pursuant to this provision be delegated to a licensed mental health professional, Dr. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Szokoloczy-Syllaba's compliance with his treatment plan; Dr. Szokoloczy-Syllaba's mental status; Dr. Szokoloczy-Syllaba's progress in treatment; and results of any laboratory studies that have been conducted

since the prior report. Dr. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba is unable to practice due to his psychiatric disorder. These psychotherapy reports shall be in addition to the reports submitted by Dr. Szokoloczy-Syllaba's treating psychiatrist. It is Dr. Szokoloczy-Syllaba's responsibility to ensure that all quarterly reports are received in the Board's offices no later than the due date for Dr. Szokoloczy-Syllaba's quarterly declaration.

Dr. Szokoloczy-Syllaba and the Board agree that the person previously approved by the Board to serve as Dr. Szokoloczy-Syllaba's treating licensed mental health professional pursuant to the September 2007 Step I Consent Agreement is hereby approved to continue as Dr. Szokoloczy-Syllaba's designated treating licensed mental health professional under this Consent Agreement, unless within thirty days of the effective date of this Consent Agreement, Dr. Szokoloczy-Syllaba shall submit to the Board for its prior approval the name and qualifications of an alternative licensed mental health professional of his choice.

In the event that the designated treating psychiatrist and/or licensed mental health professional becomes unable or unwilling to serve in this capacity, Dr. Szokoloczy-Syllaba must immediately so notify the Board in writing. In addition, Dr. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba's designated treating psychiatrist and/or any licensed mental health professional proposed to serve as Dr. Szokoloczy-Syllaba'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. Szokoloczy-Syllaba'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.

### **Analysis for Therapeutic Levels of Medication**

7. The Board retains the right to require, and Dr. Szokoloczy-Syllaba agrees to submit, blood, urine, breath, saliva and/or hair specimens for analysis of therapeutic levels of medications that may be prescribed for Dr. Szokoloczy-Syllaba, or for any other purpose, at Dr. Szokoloczy-Syllaba's expense upon the Board's request and without prior notice. Dr. Szokoloczy-Syllaba'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 a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

### **Work Hour Limitation**

8. Dr. Szokoloczy-Syllaba shall limit his work hours to no more than twenty-five hours of work per week, until otherwise approved by the Board. Dr. Szokoloczy-Syllaba shall keep a log reflecting the dates, times, and facilities and/or locations at which he works. Dr. Szokoloczy-Syllaba shall submit his work log for receipt in the Board's offices no later than the due date for Dr. Szokoloczy-Syllaba's quarterly declaration.

Ninety days after the effective date of this Consent Agreement, Dr. Szokoloczy-Syllaba may request modification of the limitation on work hours set forth in this paragraph. Any request by Dr. Szokoloczy-Syllaba for modification of the limitation on work hours set forth in this paragraph shall be accompanied by documentation from his treating psychiatrist or other physician approved by the Board for this purpose, who has evaluated Dr. Szokoloczy-Syllaba, indicating that such physician supports Dr. Szokoloczy-Syllaba's request for modification.

### **Monitoring Physician**

9. Before engaging in any medical practice, Dr. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Szokoloczy-Syllaba and his medical practice, and shall review Dr. Szokoloczy-Syllaba'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. Szokoloczy-Syllaba and his medical practice, and on the review of

Dr. Szokoloczy-Syllaba's patient charts. Dr. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba's quarterly declaration.

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Szokoloczy-Syllaba must immediately so notify the Board in writing. In addition, Dr. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba's designated monitoring physician, or to withdraw approval of any person previously approved to serve as Dr. Szokoloczy-Syllaba'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.

### **Releases**

10. Dr. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba's psychiatric condition 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. Szokoloczy-Syllaba 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. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.

### **Required Reporting by Licensee**

11. Within thirty days of the effective date of this Consent Agreement, Dr. Szokoloczy-Syllaba 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 each hospital where he has privileges or appointments. Further, Dr. Szokoloczy-Syllaba

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. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Szokoloczy-Syllaba 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.

12. Within thirty days of the effective date of this Consent Agreement, Dr. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba 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.
13. Dr. Szokoloczy-Syllaba shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Szokoloczy-Syllaba psychiatric treatment or monitoring. Further, Dr. Szokoloczy-Syllaba 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.

14. Dr. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba has violated any term, condition or limitation of this Consent Agreement, Dr. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Szokoloczy-Syllaba shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year, with the exception of the limitation included in Paragraph 8 requiring that he limit his work hours to no more than twenty-five hours per week. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

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

Dr. Szokoloczy-Syllaba 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.

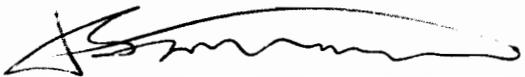
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba 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.



ANDREAS HERBERT SZOKOLOCZY-SYLLABA, D.O.

5-1-08

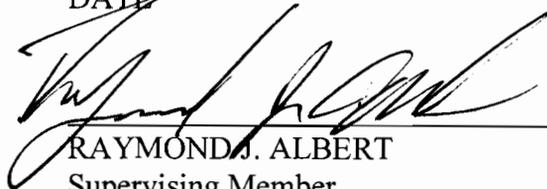
DATE



LANCE A. TALMAGE, M.D.  
Secretary

5-14-08

DATE



RAYMOND J. ALBERT  
Supervising Member

5/14/08

DATE



KAREN MORTLAND  
Enforcement Attorney

5/5/08

DATE

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STATE MEDICAL BOARD  
OF OHIO

STATE MEDICAL BOARD

1115

**STEP I  
CONSENT AGREEMENT  
BETWEEN  
ANDREAS HERBERT SZOKOLOCZY-SYLLABA, D.O.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Szokoloczy-Syllaba 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)(19), 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 “[i]nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(19), 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 Agreement. Dr. Szokoloczy-Syllaba states and acknowledges he understands that the Board may pursue by separate action violations beyond Section 4731.22(B)(19), Ohio Revised Code, including but not limited to, Section 4731.22(B)(13), Ohio Revised Code, even if such violations arise from the same common nucleus of operative fact as outlined within this Consent Agreement addressing the issue of Dr. Szokoloczy-Syllaba’s psychiatric disorder.
- C. Dr. Szokoloczy-Syllaba is licensed to practice osteopathic medicine and surgery in the State of Ohio, License # 34.007391.

OHIO STATE MEDICAL BOARD

SEP 05 2007

- D. Dr. Szokoloczy-Syllaba states that he is not licensed to practice osteopathic medicine and surgery in any other state or jurisdiction.
- E. Dr. Szokoloczy-Syllaba admits that he has a history of dysthymia and major depressive disorder that appeared to be resolving with medication until in or about July 2007, when others reported to him that he seemed to be under stress. Dr. Szokoloczy-Syllaba admits at that time of these reports, he sought treatment, but that his condition rapidly and unexpectedly accelerated until, on or about July 20, 2007, in response to work-related and personal stressors, he decompensated, and proceeded to continuously slam doors and smash bottles at his home to such an extent that a person visiting him at the time telephoned the police, who subsequently arrested Dr. Szokoloczy-Syllaba and charged him with aggravated menacing. Dr. Szokoloczy-Syllaba admits that following his arrest he was admitted to Kettering Medical Center, Dayton, Ohio, where he was diagnosed with manic-depressive disorder and underwent ten days of inpatient treatment. Dr. Szokoloczy-Syllaba states that since his release from Kettering Medical Center, he has continued psychiatric and psychological treatment weekly for manic depressive disorder on an out-patient basis. Dr. Szokoloczy-Syllaba admits that he is currently unable to practice osteopathic medicine and surgery according to acceptable and prevailing standards of care due to his present psychiatric condition. Dr. Szokoloczy-Syllaba further admits that he temporarily ceased practicing osteopathic medicine and surgery beginning on or about July 28, 2007, and that he self-reported his condition to the Board on or about August 20, 2007.

### **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. Szokoloczy-Syllaba knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

### **SUSPENSION OF CERTIFICATE**

1. The certificate of Dr. Szokoloczy-Syllaba to practice osteopathic medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time.

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

2. Dr. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba's psychiatric disorder 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,

OHIO STATE MEDICAL BOARD

SEP 05 2007

and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Szokoloczy-Syllaba further agrees to provide the Board written consent permitting any mental health treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with his psychiatric treatment plan and/or his psychological treatment plan. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.

3. Dr. Szokoloczy-Syllaba shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which this Consent Agreement becomes effective, provided that if the effective date is on or after the sixteenth day of the month, the first quarterly declaration must be received in the Board's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
4. Dr. Szokoloczy-Syllaba 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.

### **Psychiatric and Psychological Treatment**

5. Within thirty days of the effective date of this Consent Agreement, Dr. Szokoloczy-Syllaba shall submit to the Board for its prior approval the names and qualifications of a psychiatrist and a psychologist of his choice. Upon approval by the Board, Dr. Szokoloczy-Syllaba shall undergo and continue psychiatric treatment at least once each month and psychological counseling at least once each week, or as otherwise directed by the Board. Dr. Szokoloczy-Syllaba shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered for his psychiatric disorder. Dr. Szokoloczy-Syllaba shall comply with his psychological treatment plan, and shall ensure that his treating psychologist coordinates his therapy with Dr. Szokoloczy-Syllaba's treating psychiatrist at least quarterly, or as otherwise directed by the Board. Dr. Szokoloczy-Syllaba shall ensure that his treating psychiatrist forwards psychiatric reports, and his treating psychologist forwards psychological reports, to the Board on a quarterly basis, or as otherwise directed by the Board. These reports shall contain information describing Dr. Szokoloczy-Syllaba's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Szokoloczy-Syllaba's compliance with his treatment plan; Dr. Szokoloczy-Syllaba's mental status;

COLUMBIAN BOARD

SEP 05 2007

Dr. Szokoloczy-Syllaba's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Szokoloczy-Syllaba shall ensure that his treating psychiatrist and/or treating psychologist immediately notifies the Board of his failure to comply with his treatment plan and/or any determination that Dr. Szokoloczy-Syllaba is unable to practice due to his psychiatric disorder. It is Dr. Szokoloczy-Syllaba's responsibility to ensure that these quarterly reports are received in the Board's offices no later than the due date for Dr. Szokoloczy-Syllaba's quarterly declaration.

6. The Board retains the right to require, and Dr. Szokoloczy-Syllaba agrees to submit, blood or urine specimens for analysis for medication that may be prescribed for Dr. Szokoloczy-Syllaba, or for any other purpose, at Dr. Szokoloczy-Syllaba's expense, upon the Board's request and without prior notice. Dr. Szokoloczy-Syllaba's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension.

#### CONDITIONS FOR REINSTATEMENT

7. The Board shall not consider reinstatement of Dr. Szokoloczy-Syllaba's certificate to practice osteopathic medicine and surgery until all of the following conditions are met:
  - a. Dr. Szokoloczy-Syllaba shall submit an application for reinstatement, accompanied by appropriate fees, if any.
  - b. Dr. Szokoloczy-Syllaba 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. Evidence of continuing full compliance with this Consent Agreement.
    - ii. Two written reports, as specified below, indicating that Dr. Szokoloczy-Syllaba's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care.

One report shall be made by the treating psychiatrist referenced in Paragraph 5 of this Consent Agreement; one report shall be made by an evaluating psychiatrist, other than Dr. Szokoloczy-Syllaba's treating psychiatrist, approved by the Board for making such assessments, who shall conduct a psychiatric examination of Dr. Szokoloczy-Syllaba.

The reports shall be based upon examinations occurring within the ninety days immediately preceding any application for reinstatement of Dr.

Szokoloczy-Syllaba's certificate to practice osteopathic medicine and surgery pursuant to Paragraph 7.a. above. Prior to the examinations, Dr. Szokoloczy-Syllaba shall provide his treating psychiatrist and the evaluating psychiatrist with copies of patient records from any evaluations and/or treatment that he has received, a copy of this Consent Agreement, and any other information that he or the Board deems may be appropriate or helpful to the treating and evaluating psychiatrists. The reports from the treating psychiatrist and evaluating psychiatrist shall include any recommendations for treatment, monitoring, or supervision of Dr. Szokoloczy-Syllaba, and any conditions, restrictions, or limitations that should be imposed on Dr. Szokoloczy-Syllaba's practice. These reports shall also describe the basis for such determinations.

- c. Dr. Szokoloczy-Syllaba shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Szokoloczy-Syllaba are unable to agree on the terms of a written Consent Agreement, then Dr. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba'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.

8. In the event that Dr. Szokoloczy-Syllaba has not been engaged in the active practice of osteopathic medicine and surgery for a period in excess of two years prior to application for reinstatement, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Szokoloczy-Syllaba's fitness to resume practice.

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

9. Within thirty days of the effective date of this Consent Agreement, Dr. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba 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.

Szokoloczy-Syllaba shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

10. Within thirty days of the effective date of this Consent Agreement, Dr. Szokoloczy-Syllaba 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. Szokoloczy-Syllaba 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.
11. Dr. Szokoloczy-Syllaba shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Szokoloczy-Syllaba with mental health evaluation, treatment, or monitoring.

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

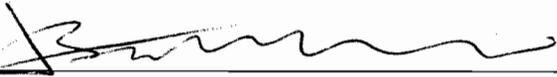
OHIO STATE MEDICAL BOARD

SEP 05 2007

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. Szokoloczy-Syllaba 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**

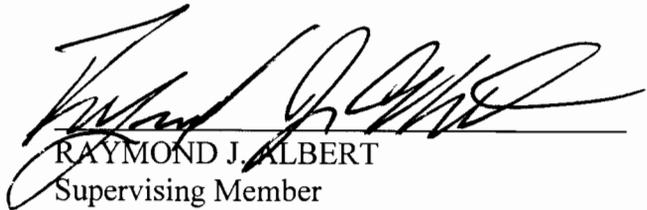
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

  
\_\_\_\_\_  
ANDREAS HERBERT SZOKOLOCZY-SYLLABA, D.O.

9/4/07  
\_\_\_\_\_  
DATE

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

9-12-07  
\_\_\_\_\_  
DATE

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

9/12/07  
\_\_\_\_\_  
DATE

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

Sept 5, 2007  
\_\_\_\_\_  
DATE