

**STEP II
CONSENT AGREEMENT
BETWEEN
JON PATRICK RYAN, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Ryan 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, 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), "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice," and/or Section 4731.22(B)(10), Ohio Revised Code, based upon "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(26) and (B)(10), to wit: Section 2925.22, Ohio Revised Code, Deception to Obtain a Dangerous Drug, and Section 2925.23, Ohio Revised Code, Illegal Processing of Drug Documents, as set forth in the Step I Consent Agreement Between Jon Patrick Ryan, D.O., and the State Medical Board of Ohio that became effective on or about July 12, 2006 [July 2006 Step I Consent Agreement], a copy of which is attached hereto and fully incorporated herein, and as set forth in Paragraph E below. 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. Ryan is applying for reinstatement of his certificate to practice osteopathic medicine and surgery in the State of Ohio, License # 34-008006, which was suspended pursuant to the aforementioned July 2006 Step I Consent Agreement.

- D. Dr. Ryan states that he is not licensed to practice osteopathic medicine and surgery in any other state or jurisdiction.
- E. Dr. Ryan admits that on or about May 18, 2006, he entered treatment for his addiction to Tramadol at the Center for Chemical Addictions Treatment [CCAT], a Board-approved treatment provider in Cincinnati, Ohio. Dr. Ryan admits that he completed over 28 days of inpatient treatment and was discharged from CCAT, treatment complete, on or about June 22, 2006.

Dr. Ryan further admits that in or about the late 1980s, when he was in high school, he abused various substances, including alcohol and marijuana, which caused him to enter treatment at St. John's in Richmond, Virginia. Dr. Ryan admits that he relapsed on cocaine shortly after he was discharged from treatment, and re-entered treatment at St. Luke's in Virginia. Dr. Ryan asserts that he then stopped using all substances of abuse and remained sober for 12 years, until he drank in 2000.

Dr. Ryan states, and the Board acknowledges receipt of information to support, that he has remained in compliance with the aftercare contract that he entered into with Greene Hall Chemical Dependency Services at Greene Memorial Hospital, a Board-approved treatment provider, on or about September 28, 2006, including attending and participating in at least three 12-step meetings per week, attending the local Caduceus meeting weekly; and submitting to weekly random urine screens. Dr. Ryan states that said aftercare contract remains in effect to date.

Further, Dr. Ryan states, and the Board acknowledges receipt of information to support, that David P. Goldberg, D.O., of Greene Hall Chemical Dependency Services at Greene Memorial Hospital, and Richard N. Whitney, M.D., Medical Director at Shepherd Hill, a Board-approved treatment provider, have each provided a written report indicating that Dr. Ryan's ability to practice has been assessed and that he has been determined to be capable of practicing according to acceptable and prevailing standards of care, so long as certain monitoring conditions are in place. Accordingly, Dr. Ryan states, and the Board acknowledges receipt of information to support, that Dr. Ryan has fulfilled the conditions for reinstatement of his certificate to practice osteopathic medicine and surgery, as established in the July 2006 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. Ryan to practice osteopathic medicine and surgery in the State of Ohio shall be reinstated, and Dr. Ryan knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Ryan shall obey all federal, state, and local laws, and all rules governing the practice of osteopathic medicine in Ohio.
2. Dr. Ryan 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 July 2006 Step I Consent Agreement with the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Ryan 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 July 2006 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. Ryan 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.
5. In the event Dr. Ryan 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. Ryan shall keep a log of all controlled substances prescribed. Such log shall be submitted, in the format approved by the Board, thirty days prior to Dr. Ryan's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Ryan shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Ryan 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. Ryan to administer or personally furnish controlled substances, Dr. Ryan shall keep a log of all controlled substances prescribed, administered or personally furnished. Such log shall be submitted in the format approved by the Board thirty days prior to Dr. Ryan's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Ryan shall make his patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board upon request.

Sobriety

8. Dr. Ryan shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Ryan's history of chemical dependency.
9. Dr. Ryan shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Supervising Physician

10. Dr. Ryan shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Ryan 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.

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

Dr. Ryan and the Board agree that the person or entity previously approved by the Board to serve as Dr. Ryan's supervising physician pursuant to the July 2006 Step I Consent Agreement is hereby approved to continue as Dr. Ryan's designated supervising physician under this Consent Agreement, unless within thirty days of the effective date of this Consent Agreement, Dr. Ryan submits to the Board for its prior approval the name and curriculum vitae of an alternative supervising physician to whom Dr. Ryan 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. Ryan. Dr. Ryan 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.

The Board expressly reserves the right to disapprove any person or entity proposed to serve as Dr. Ryan's designated supervising physician, or to

withdraw approval of any person or entity previously approved to serve as Dr. Ryan's designated supervising physician, in the event that the Secretary and Supervising Member of the Board determine that any such supervising physician has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

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

11. The Board retains the right to require, and Dr. Ryan agrees to submit, blood or urine specimens for analysis at Dr. Ryan's expense upon the Board's request and without prior notice. Dr. Ryan'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, Dr. Ryan shall submit the name and curriculum vitae of a monitoring physician for prior written approval by the Secretary or Supervising Member of the Board. In approving an individual to serve in this capacity, the Secretary and Supervising Member will give preference to a physician who practices in the same locale as Dr. Ryan and who is engaged in the same or similar practice specialty.

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

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

Rehabilitation Program

13. Dr. Ryan 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. Ryan 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. Ryan's quarterly declarations.

Aftercare

14. Dr. Ryan shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.
15. Dr. Ryan 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.

Releases

16. Dr. Ryan 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. Ryan'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. Ryan 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.

Required Reporting by Licensee

17. Within thirty days of the effective date of this Consent Agreement, Dr. Ryan 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. Ryan 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 days of the effective date of this Consent Agreement, Dr. Ryan 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. Ryan further agrees to provide a copy of this Consent Agreement by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for any professional license or for reinstatement of any professional license. Further, Dr. Ryan shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
19. Dr. Ryan shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Ryan chemical dependency treatment or monitoring.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Ryan 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. Ryan has violated any term, condition or limitation of this Consent Agreement, Dr. Ryan 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. Ryan shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Ryan shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Ryan 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.

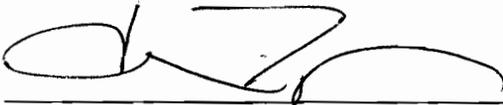
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Ryan 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. Ryan 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.



JON PATRICK RYAN, D.O.



LANCE A. TALMAGE, M.D.
Secretary

01/08/07

DATE

1-10-07

DATE

1/10/07
~~RAYMOND J. ALBERT~~ DATE
Supervising Member

[Signature]
DATE Raymond J. Albert
Supervising Member

[Signature]
ANGELA M. SCOTT
Enforcement Attorney

Jan. 8, 2007
DATE

STATE MEDICAL BOARD
OF OHIO

STEP I
CONSENT AGREEMENT 2006 JUL 10 P 2: 24
BETWEEN
JON PATRICK RYAN, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO

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

Dr. Ryan 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, Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(26), Ohio Revised Code, "[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;" and/or Section 4731.22(B)(10), Ohio Revised Code, based upon "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26) and (10), to wit: Section 2925.22, Ohio Revised Code, Deception to Obtain a Dangerous Drug, and Section 2925.23, Ohio Revised Code, Illegal Processing of Drug Documents, as set forth in Paragraph E below. 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, including but not limited to violations based upon any methods used by Dr. Ryan to obtain controlled substances for self-use and/or any criminal acts committed by Dr. Ryan other than those specifically referenced in paragraph (E) below.
- C. Dr. Ryan is licensed to practice osteopathic medicine and surgery in the State of Ohio, License # 34-008006.

- D. Dr. Ryan states that he is not licensed to osteopathic practice medicine and surgery in any other state or jurisdiction.
- E. Dr. Ryan admits that on or about May 18, 2006, he initially entered treatment for his addiction to Tramadol at the Center for Chemical Addictions Treatment [CCAT], a Board-approved treatment provider in Cincinnati, Ohio. Dr. Ryan admits that he began taking Tramadol in approximately 2003 for back and foot injuries, and his self-treatment of those injuries led to his addiction to Tramadol. In order to accommodate his addiction, Dr. Ryan admits that he began writing prescriptions for Tramadol in a family member's name, but for his own use, and that he utilized multiple pharmacies in an effort to avoid detection. Dr. Ryan specifically denies obtaining controlled substances for self-use by any other methods and attests that he never directly or indirectly involved patients in any of his efforts to obtain Tramadol for self-use. Dr. Ryan admits that he was taking between 18-30 Tramadol tablets a day, and that when he tried to stop using Tramadol, he experienced withdrawal symptoms which became so severe that he reverted back to using Tramadol. Dr. Ryan admits that his drug of choice is Tramadol, and that he completed over 28 days of inpatient treatment and was discharged from CCAT, treatment complete, on or about June 22, 2006.

Dr. Ryan further admits that a Board Investigator contacted him on or about May 18, 2006, regarding his Tramadol prescribing. Dr. Ryan admits that he provided the Board Investigator with a confession and then immediately entered treatment at CCAT. Dr. Ryan further admits that by letter dated June 19, 2006, he was contacted by a representative of the Prosecuting Attorney of Greene County, Ohio, related to his conduct to obtain Tramadol for self-use, but asserts that as of the date he executed this agreement, he was not yet aware whether any formal criminal charges are being brought against him in that jurisdiction.

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. Ryan knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Ryan to practice osteopathic medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 180 days.

Sobriety

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

3. Dr. Ryan shall abstain completely from the use of alcohol.

Releases; Quarterly Declarations and Appearances

4. Dr. Ryan 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. Ryan'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. Ryan 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. Ryan shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which this Consent Agreement becomes effective, provided that if the effective date is on or after the sixteenth day of the month, the first quarterly declaration must be received in the Board's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
6. Dr. Ryan 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. Ryan shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Ryan 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.

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

Within thirty days of the effective date of this Consent Agreement, Dr. Ryan shall submit to the Board for its prior approval the name of a supervising physician to whom Dr. Ryan 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. Ryan. Dr. Ryan 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. Ryan 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. Ryan must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Ryan 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. Ryan's quarterly declaration. It is Dr. Ryan's responsibility to ensure that reports are timely submitted.

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

Rehabilitation Program

9. Within thirty days of the effective date of this Consent Agreement, Dr. Ryan 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. Ryan 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. Ryan's quarterly declarations.

CONDITIONS FOR REINSTATEMENT

10. The Board shall not consider reinstatement of Dr. Ryan's certificate to practice osteopathic medicine and surgery until all of the following conditions are met:
 - a. Dr. Ryan shall submit an application for reinstatement, accompanied by appropriate fees, if any.
 - b. Dr. Ryan 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. Ryan 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. Ryan'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 physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Ryan. Prior to the assessments, Dr. Ryan shall provide the evaluators with copies of patient records from any evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Ryan, and any conditions, restrictions, or limitations that should be imposed on Dr. Ryan's practice. The reports shall also describe the basis for the evaluator's determinations.

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement.

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

11. In the event that Dr. Ryan 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. Ryan's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

12. Within thirty days of the effective date of this Consent Agreement, Dr. Ryan 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. Ryan 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. Ryan shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
13. Within thirty days of the effective date of this Consent Agreement, Dr. Ryan 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. Ryan 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.
14. Dr. Ryan shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Ryan chemical dependency 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. Ryan 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. Ryan 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. Ryan 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. Ryan 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.



JON PATRICK RYAN, D.O.



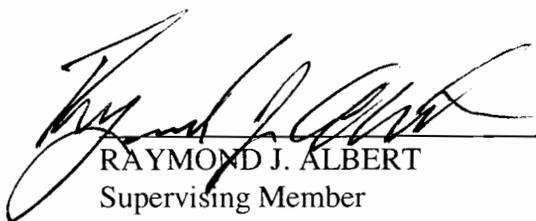
LANCE A. TALMAGE, M.D.
Secretary

06/30/06

DATE

7-12-06

DATE


RAYMOND J. ALBERT
Supervising Member

7/12/06
DATE


ANGELA M. SCOTT
Enforcement Attorney

07/10/06
DATE