

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

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

Dr. Fryman 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 formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph E of the Step I Consent Agreement Between Ryan Steven Fryman, D.O., and the State Medical Board of Ohio that became effective on December 14, 2005, [December 2005 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 Consent Agreement.
- C. Dr. Fryman is applying for reinstatement of his certificate to practice osteopathic medicine and surgery in the State of Ohio, License # 34.008473, which was suspended pursuant to the aforementioned December 2005 Step I Consent Agreement.

- D. Dr. Fryman states that he is not licensed to practice osteopathic medicine and surgery in any state other than Ohio.
- E. Dr. Fryman admits that after relapsing on alcohol on or about November 22, 2005, he was readmitted to The Woods at Parkside, a Board-approved treatment provider in Columbus, Ohio, and that he was discharged, treatment complete, on or about December 19, 2005. Dr. Fryman states, and the Board acknowledges receipt of information to support, that since being discharged from The Woods at Parkside, he entered into and has remained compliant with a Continuing Care Contract, including participating in at least three twelve-step meetings per week and submitting to random urine screens on a weekly basis.

Dr. Fryman states, and the Board acknowledges, that Edna Jones, M.D., of The Woods at Parkside, and David D. Goldberg, D.O., of Greene Memorial Hospital, a Board-approved treatment provider, have each provided written reports indicating that Dr. Fryman's ability to practice has been assessed and 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 conditions are in place, including random testing for ethyl glucuronide. Dr. Jones's report further notes that Dr. Fryman receives ongoing psychiatric care for his depression and anxiety.

Accordingly, Dr. Fryman states, and the Board acknowledges receipt of information to support, that Dr. Fryman has fulfilled the conditions for reinstatement of his certificate to practice osteopathic medicine and surgery in the State of Ohio as established in the December 2005 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. Fryman to practice osteopathic medicine and surgery in the State of Ohio shall be reinstated, and Dr. Fryman knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Fryman shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Fryman 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 December 2005 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. Fryman 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 December 2005 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. Fryman 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. Fryman 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. Fryman 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. Fryman's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Fryman shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Fryman 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. Fryman to administer or personally furnish controlled substances, Dr. Fryman 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. Fryman's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Fryman 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. Fryman 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. Fryman's history of chemical dependency.
9. Dr. Fryman shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Supervising Physician

10. Dr. Fryman shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Fryman 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. Fryman shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

Dr. Fryman and the Board agree that the person or entity previously approved by the Board to serve as Dr. Fryman's supervising physician pursuant to the December 2005 Step I Consent Agreement is hereby approved to continue as Dr. Fryman's designated supervising physician under this Consent Agreement, unless within thirty days of the effective date of this Consent Agreement, Dr. Fryman submits to the Board for its prior approval the name and curriculum vitae of an alternative supervising physician to whom Dr. Fryman 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. Fryman. Dr. Fryman 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. Further, the supervising physician shall ensure that additional testing of urine specimens for ethyl glucuronide is done on a random basis to include at least two out of every six urine specimens.

The Board expressly reserves the right to disapprove any person or entity proposed to serve as Dr. Fryman's designated supervising physician, or to withdraw approval of any person or entity previously approved to serve as Dr. Fryman'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. Fryman 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. Fryman must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Fryman 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. Fryman's quarterly declaration. It is Dr. Fryman's responsibility to ensure that reports are timely submitted.

11. The Board retains the right to require, and Dr. Fryman agrees to submit, blood or urine specimens for analysis at Dr. Fryman's expense upon the Board's request and without prior notice. Dr. Fryman'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. Fryman 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. Fryman and who is engaged in the same or similar practice specialty.

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

While Dr. Fryman participates in a residency program accredited by the ACGME or AOA, the Board shall accept a quarterly statement from the director of Dr. Fryman's residency program, or alternatively, from the attending physician specifically designated by the residency director as the person having responsibility to directly oversee Dr. Fryman's clinical rotations, addressing Dr. Fryman's performance (clinical and otherwise) in the residency program, as well as his progress and status, if timely submitted, as satisfaction of the requirements of this paragraph. Should Dr. Fryman desire to utilize this option in lieu of having a monitoring physician while he participates in a residency program, Dr. Fryman shall so notify the Board by providing a writing, signed by both himself and his residency director, and, if applicable, by the attending physician specifically designated by the residency director as the person having responsibility to directly oversee Dr. Fryman's clinical rotations, to the Board within thirty days of the effective date of this Consent Agreement. Further, should Dr. Fryman cease participation in an accredited residency and desire to practice outside his residency, or should his residency director or the designated attending physician become unable or unwilling to serve, Dr. Fryman must immediately so notify the Board in writing and within thirty days make arrangements for a monitoring physician, as discussed above.

All reports required under this paragraph must be received in the Board's offices no later than the due date for Dr. Fryman's quarterly declaration. It is Dr. Fryman's responsibility to ensure that reports are timely submitted.

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Fryman must immediately so notify the Board in writing. In addition, Dr. Fryman 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. Fryman 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. Within thirty days of the effective date of this Consent Agreement, Dr. Fryman 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. Fryman 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. Fryman's quarterly declarations.

Aftercare

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

Psychiatric Treatment

16. Dr. Fryman shall obtain psychiatric treatment from Daniel J. Martin, M.D., quarterly or as otherwise directed by the Board. Dr. Fryman shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered for his psychiatric disorder. Dr. Fryman 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. Fryman's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Fryman's compliance with his treatment plan; Dr. Fryman's mental status; Dr. Fryman's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Fryman 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. Fryman is unable to practice due to his psychiatric disorder. It is Dr. Fryman's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Fryman's quarterly declaration.

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

Releases

17. Dr. Fryman 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

18. Within thirty days of the effective date of this Consent Agreement, Dr. Fryman 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. Fryman 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.
19. Within thirty days of the effective date of this Consent Agreement, Dr. Fryman 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. Fryman 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. Fryman shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
20. Dr. Fryman shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Fryman chemical dependency treatment or monitoring.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Fryman 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. Fryman has violated any term, condition or limitation of this Consent Agreement, Dr. Fryman 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. Fryman shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Fryman 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. Fryman 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. Fryman 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. Fryman 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.



RYAN STEVEN FRYMAN, D.O.

6/12/06

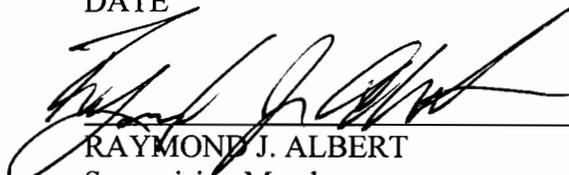
DATE



LANCE A. TALMAGE, M.D.
Secretary

6-14-06

DATE



RAYMOND J. ALBERT
Supervising Member

6/14/06

DATE



WILLIAM J. SCHMIDT
Enforcement Attorney

6/13/06

DATE

STEP I
CONSENT AGREEMENT
BETWEEN
RYAN STEVEN FRYMAN, D.O.,
AND
THE STATE MEDICAL BOARD OF OHIO

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

Dr. Fryman 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 formal proceedings based upon the violation of Section 4731.22(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 Agreement. Such express reservation includes, but is not limited to, the right to institute formal proceedings based upon any violations related to patient care, regardless of whether the acts underlying such additional violations are related to the violation of Section 4731.22(B)(26), Ohio Revised Code, as set forth herein.
- C. Dr. Fryman is licensed to practice osteopathic medicine and surgery in the State of Ohio, License # 34.008473.
- D. Dr. Fryman states that he is not licensed to practice osteopathic medicine and surgery in any state other than Ohio.

- E. Dr. Fryman admits that he was directed by the administrators of the oncology fellowship in which he is participating to submit to an evaluation at The Woods at Parkside [Parkside], a Board-approved treatment provider in Columbus, Ohio, after tests conducted the afternoon of October 17, 2005, revealed Dr. Fryman to have a Blood Alcohol Content of 0.11 and 0.12. Dr. Fryman further admits that he had reported to work that morning in an intoxicated state after drinking until approximately 3:00 a.m., and further admits that he had engaged in patient care that day. Dr. Fryman admits that he entered Parkside on October 20, 2005, was diagnosed as chemically dependent, and completed 28 days of inpatient treatment. After he was discharged to outpatient treatment on November 17, 2005, Dr. Fryman admits that he relapsed by knowingly consuming vodka on or about November 22, 2005. Dr. Fryman further admits that he reentered inpatient treatment at Parkside on or about November 22, 2005, after a toxicology screen performed that day revealed the presence of alcohol. Dr. Fryman further acknowledges that due to his failure to maintain sobriety for at least one year following the aforementioned November 17, 2005 discharge from Parkside, he is required to again successfully complete any required inpatient treatment, to include at least 28 days of inpatient or residential treatment for chemical dependence, at a Board-approved treatment provider, pursuant to Rule 4731-16-01(B)(4), Ohio Administrative Code.

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

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Fryman to practice osteopathic medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time, but not less than 90 days.

Sobriety

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

Releases; Quarterly Declarations and Appearances

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

8. The Board retains the right to require, and Dr. Fryman agrees to submit, blood or urine specimens for analysis at Dr. Fryman'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. Fryman 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. Fryman 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. Fryman's quarterly declarations.

CONDITIONS FOR REINSTATEMENT

10. The Board shall not consider reinstatement of Dr. Fryman's certificate to practice osteopathic medicine and surgery until all of the following conditions are met:
 - a. Dr. Fryman shall submit an application for reinstatement, accompanied by appropriate fees, if any.
 - b. Dr. Fryman 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. Fryman has successfully completed any required inpatient treatment, which shall include at least 28 days of inpatient or residential treatment for chemical dependence, as set forth in Rules 4731-16-02(B)(4)(a) and 4731-16-08(A)(13), Ohio Administrative Code, completed consecutively.
- 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. Fryman'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. Fryman. Prior to the assessments, Dr. Fryman 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. Fryman, and any conditions, restrictions, or limitations that should be imposed on Dr. Fryman'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. Fryman shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Fryman are unable to agree on the terms of a written Consent Agreement, then Dr. Fryman 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. Fryman'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. Fryman 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. Fryman has maintained sobriety.

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

REQUIRED REPORTING BY LICENSEE

12. Within thirty days of the effective date of this Consent Agreement, Dr. Fryman 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. Fryman 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. Fryman 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. Fryman 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. Fryman 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. Fryman shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Fryman 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. Fryman 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. Fryman 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. Fryman 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. Fryman 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.



RYAN STEVEN FRYMAN, D.O.

12/8/05

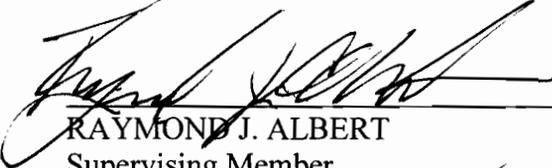
DATE



LANCE A. TALMAGE, M.D.
Secretary

12-14-05

DATE



RAYMOND J. ALBERT
Supervising Member

12/14/05

DATE



WILLIAM J. SCHMIDT
Enforcement Attorney

December 9, 2005

DATE