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**STEP I  
CONSENT AGREEMENT  
BETWEEN  
RODNEY E. STONE, M.D.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between Rodney E. Stone, M.D., [Dr. Stone], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Stone enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

**BASIS FOR ACTION**

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(19), Ohio Revised Code, “[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.
- C. Dr. Stone is licensed to practice medicine and surgery in the State of Ohio, License number 35.053035.
- D. Dr. Stone states that he is also licensed to practice medicine and surgery in the States of Nebraska and Iowa.
- E. Dr. Stone admits that he has been diagnosed with Dysthymia and Depression, for which he has been treated since at least February 2005. Dr. Stone further admits that on or about April 2, 2009, he submitted to a Board-ordered psychiatric evaluation with Stephen Noffsinger, M.D., which resulted in Dr. Noffsinger opining to a reasonable

degree of medical certainty that Dr. Stone has diagnoses including Major Depressive Disorder, Single Episode, Moderate, and that such condition currently renders him unable to practice medicine and surgery according to acceptable and prevailing standards of care. Dr. Stone further admits Dr. Noffsinger additionally opined that Dr. Stone's condition was amenable to treatment, and recommended that Dr. Stone undertake psychiatric care at least monthly for medication treatment and monitoring of his condition; comply with all treatment recommendations made by his psychiatrist; and continue to abstain from using illicit substances or alcohol, related to his diagnoses of Marijuana and Cocaine Dependence in Sustained Full Remission, for which he previously received treatment in or about 1992.

Dr. Stone states that, during the spring or summer months in 2008, his medical practice experienced severe financial problems. At about the same time, Dr. Stone states that his Depression became increasingly more severe. Dr. Stone further states that, by August or September 2008, he could no longer afford to pay his malpractice insurance premiums, so his insurance was canceled. As a result, Dr. Stone admits he lost his hospital privileges and closed his medical practice without giving prior notice to his patients.

Dr. Stone admits that, by September 2008, his Depression had become so severe that he could hardly get out of bed. At that time, Dr. Stone states that he was seeing his psychiatrist approximately once every three months. Because his Depression had become so severe, at the urging of a Board representative, Dr. Stone admits that, in September 2008, he arranged an earlier appointment with his psychiatrist and began meeting with his psychiatrist on a monthly basis.

Dr. Stone admits that he continues treatment with his psychiatrist, which treatment includes medication management. Dr. Stone also states that he has not practiced medicine and surgery since he closed his office on or about September 8, 2008.

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

### **SUSPENSION OF CERTIFICATE**

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

Obey all Laws

2. Dr. Stone shall obey all federal, state, and local laws.

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

Releases; Quarterly Declarations and Appearances

5. Dr. Stone 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. Stone's mental illnesses 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. Stone 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. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.
6. Dr. Stone 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, 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.
7. Dr. Stone 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,

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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.

#### Mental Health Treatment

8. Within thirty days of the effective date of this Consent Agreement, Dr. Stone shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the Board, Dr. Stone shall undergo and continue psychiatric treatment monthly or as otherwise directed by the Board. Dr. Stone shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered for his psychiatric disorder. Dr. Stone 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. Stone's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Stone's compliance with his treatment plan; Dr. Stone's mental status; Dr. Stone's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Stone 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. Stone is unable to practice due to his psychiatric disorder. It is Dr. Stone's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Stone's quarterly declaration.

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

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

The Board retains the right to require, and Dr. Stone agrees to submit, blood, urine, breath, saliva and/or hair specimens for analysis of therapeutic levels of medications that may be prescribed for Dr. Stone, or for any other purpose, at Dr. Stone's expense upon the Board's request and without prior notice. Dr. Stone'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.

### CONDITIONS FOR REINSTATEMENT

9. The Board shall not consider reinstatement or restoration of Dr. Stone's certificate to practice medicine and surgery until all of the following conditions are met:
  - a. Dr. Stone shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
  - b. Dr. Stone 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 indicating that Dr. Stone's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care.

Each report shall be made by a psychiatrist, approved in advance by the Board, who shall conduct a psychiatric examination of Dr. Stone. Prior to the examination, Dr. Stone shall provide the psychiatrist with copies of patient records from any prior evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The report from the evaluating psychiatrist shall include the psychiatrist's diagnoses and conclusions; any recommendations for care, counseling, and treatment for the psychiatric diagnoses; any conditions, restrictions, or limitations that should be imposed on Dr. Stone's practice; and the basis for the psychiatrist'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. Further, at the discretion of the Secretary and Supervising Member of the Board, the Board may request an updated assessment and report if the Secretary and Supervising Member determine that such updated assessment and report is warranted for any reason.

- c. Dr. Stone shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board within 180 days of the date upon which all the above-specified conditions for reinstatement or restoration have been completed or, if the Board and Dr. Stone are unable to agree

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on the terms of a written Consent Agreement, then Dr. Stone 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. The Board shall provide notice to Dr. Stone that said hearing has been scheduled, advising Dr. Stone of his hearing rights, and stating the date, time, and location of the hearing at which the Board will present its evidence, after which the Board will make a determination of the matter by Board Order.

Further, upon reinstatement of Dr. Stone's certificate to practice medicine and surgery in this state, the Board shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code.

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

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

11. Within thirty days of the effective date of this Consent Agreement, Dr. Stone 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. Stone 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. Stone 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. Stone shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Stone 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.

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12. Within thirty days of the effective date of this Consent Agreement, Dr. Stone 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. Stone 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 reinstatement of any professional license. Further, Dr. Stone 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. Stone shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Stone psychiatric treatment or monitoring. Further, Dr. Stone 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. Stone shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

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

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties. In the event that the Board initiates future formal proceedings against Dr. Stone, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

**FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Stone 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. Stone 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. Stone 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. Stone 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.

Rodney E Stone MD  
RODNEY E. STONE, M.D.

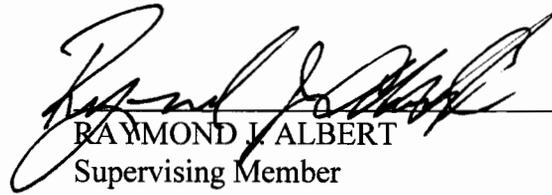
Lance A. Talmage MD  
LANCE A. TALMAGE, M.D.  
Secretary

4-29-2009  
DATE

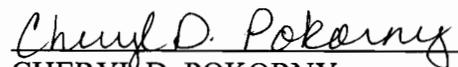
5-13-09 OHIO STATE UNIVERSITY  
DATE

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RAYMOND J. ALBERT  
Supervising Member

5/13/09  
DATE

  
CHERYL D. POKORNY  
Enforcement Attorney

5-5-09  
DATE

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