

STEP II
CONSENT AGREEMENT
BETWEEN
MARJORIE MARIE HAAS, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO

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

Dr. Haas enters into this Consent Agreement being fully informed of her 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)(26), Ohio Revised Code, “impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice;” and/or Section 4731.22(B)(2), Ohio Revised Code, “[f]ailure to maintain minimal standards applicable to the selection or administration of drugs, or failure to employ acceptable scientific methods in the selection of drugs or other modalities for treatment of disease;” and/or Section 4731.22(B)(3), Ohio Revised Code, “[s]elling, giving away, personally furnishing, prescribing, or administering drugs for other than legal and legitimate therapeutic purposes or a plea of guilty to, a judicial finding of guilt of, or a judicial finding of eligibility for intervention in lieu of conviction of, a violation of any federal or state law regulating the possession, distribution, or use of any drug;” and/or Section 4731.22(B)(6), Ohio Revised Code, “[a] departure from, or the failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established;” and/or Section 4731.22(B)(10), Ohio Revised Code, “commission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed;” and/or 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;” and/or Section 4731.22(B)(20), Ohio Revised Code, “violating or attempting to violate, directly or indirectly, or assisting in or

abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board.”

- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(26), (B)(2), (B)(3), and (B)(6), Ohio Revised Code; Section 4731.22(B)(10), Ohio Revised Code, 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; Section 4731.22(B)(19), Ohio Revised Code; and Section 4731.22(B)(20), to wit, Rule 4731-11-08, Ohio Administrative Code, Utilizing Controlled Substances for Self and Family Members, and Rule 4731-11-09, Ohio Administrative Code, Prescribing to Persons Not Seen by the Physician, and as set forth in Paragraph E., below. Pursuant to Rule 4731-11-09(H), Ohio Administrative Code, violation of any provision of Rule 4731-11-09, Ohio Administrative Code, constitutes violation of Sections 4731.22(B)(2), (B)(3), and (B)(6), Ohio Revised Code. 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. Haas to obtain controlled substances for self-use and/or any criminal acts committed by Dr. Haas other than those specifically referenced in paragraph (E) below.
- D. Dr. Haas states that she is not licensed to practice in any other state or jurisdiction.
- C. Dr. Haas is seeking reinstatement of her certificate to practice medicine and surgery, license number 35-062341, which was permanently revoked, revocation stayed, and indefinitely suspended, but not less than 18 months, pursuant to the Step I Consent Agreement Between Marjorie Marie Haas, M.D., and the State Medical Board of Ohio, effective April 8, 2009, [April 2009 Step I Consent Agreement], a copy of which is attached hereto and incorporated herein.
- D. Dr. Haas states that she is not licensed to practice in any other state or jurisdiction.
- E. Dr. Haas admits that after entering treatment for chemical dependency at The Woods at Parkside [Parkside], a Board-approved treatment provider in Columbus, Ohio, on or about April 3, 2009, she was discharged, treatment complete, on or about May 2, 2009, with diagnoses of opioid dependence, alcohol abuse, and major depression. Dr. Haas states, and the Board acknowledges receipt of information to support, that since being discharged from Parkside, she has remained compliant with the aftercare contract that she entered into with Parkside on or about May 4, 2009, including attending and participating in at least three Twelve Step Meetings per week, attending at least one aftercare meeting per week, and submitting to random drug and alcohol testing. Dr. Haas states that such aftercare contract remains in effect.

Dr. Haas further admits that she is currently receiving treatment for depression which was diagnosed during her treatment at Parkside.

Dr. Haas further admits that on or about June 3, 2009, in the Warren County Common Pleas Court, Lebanon, Ohio, Case No. 09CR25759, Dr. Haas was granted intervention in lieu of conviction for violation of Section 2925.23(B)(1)(f)(iv), Illegal Processing of Drug Documents, based upon acts that were set forth in Paragraph E of her April 2009 Step I Consent Agreement. Dr. Haas admits that she is subject to the Intervention in Lieu of Conviction, Rules, Conviction and Intervention Plan [ILC Plan], which was incorporated into the Entry Granting Intervention in Lieu of Conviction of the Warren County Common Pleas Court. Dr. Haas admits that the ILC Plan recites a termination date of three years commencing June 3, 2009, and that the ILC Plan contains a provision that prohibits her from working in the medical field during the term of the ILC Plan.

Dr. Haas states, and the Board acknowledges receipt of information to support, that Edna M. Jones, M.D., and David Goldberg, D.O., physicians approved by the Board to provide reinstatement evaluations, have each provided a written report indicating that Dr. Haas's ability to practice has been assessed, and she has been found capable of practicing according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions remain in place.

Dr. Haas states, and the Board acknowledges receipt of information to support, that she has successfully completed the course entitled *Intensive Course in Controlled Substance Management* offered by Case Western Reserve University and has submitted a written report in compliance with conditions for reinstatement of her April 2009 Step I Consent Agreement.

Dr. Haas states, and the Board acknowledges receipt of information to support, that she has fulfilled the conditions for reinstatement of her certificate to practice medicine and surgery in the State of Ohio, as established in the April December 2009 Step I Consent Agreement between Dr. Haas and the Board. Further, Dr. Haas specifically acknowledges she understands that although her certificate is being reinstated pursuant to the instant Consent Agreement, she will nevertheless be unable to practice medicine in Ohio until both the aforementioned ILC Plan no longer prohibits her from working in the medical field and the Board has approved her employment as set forth in paragraph 14 below

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. Haas to practice medicine and surgery in the State of Ohio shall be REINSTATED, and Dr. Haas knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Haas shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio, and all terms or probation imposed by the Warren County, Ohio Court of Common Pleas, in criminal case number 09CR25759.

2. Dr. Haas 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 her quarterly declaration would have been due pursuant to her April 2009 Step I Consent Agreement with the Board, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Haas 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 her appearance would have been scheduled pursuant to her April 2009 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. Haas shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the probationary terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Haas resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Haas may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Haas is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.
5. In the event Dr. Haas 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. Haas shall keep a log of all controlled substances prescribed. Such log shall be submitted, in the format approved by the Board, on the date upon which Dr. Haas's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Haas shall make her patient records with regard to such prescribing available for review by an agent of the Board immediately upon request.

7. Dr. Haas 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. Haas to administer or personally furnish controlled substances, Dr. Haas shall keep a log of all controlled substances prescribed, administered or personally furnished. Such log shall be submitted in the format approved by the Board and shall be submitted to the Board no later than the date upon which Dr. Haas's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Haas shall make her patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board immediately upon request.

Sobriety

8. Dr. Haas shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to her by another so authorized by law who has full knowledge of Dr. Haas's history of chemical dependency and depression. Further, in the event that Dr. Haas is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Haas shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Haas received; the medical purpose for which she 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 her, Dr. Haas 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.
9. Dr. Haas shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Drug Testing Facility and Collection Site

10. Dr. Haas shall submit to random urine screenings for drugs and alcohol at least two times per month, or as otherwise directed by the Board. Dr. Haas shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board, and shall include Dr. Haas's drug(s) of choice.

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

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site pursuant to the global contract between said facility and the Board, that provides for the Board to maintain ultimate control over the urine screening process and to preserve the confidentiality of all positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code, and the screening process shall require a daily call-in procedure. Further, in the event that the Board exercises its discretion, as provided in Paragraph 11 below, to approve urine screenings to be conducted at an alternative drug testing facility and/or collection site or a supervising physician, such approval shall be expressly contingent upon the Board retaining ultimate control over the urine screening process in a manner that preserves the aforementioned confidentiality of all positive screening results.

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

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

Dr. Haas shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Haas and the Board-approved drug testing facility and collection site shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

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

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

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

11. Dr. Haas and the Board agree that it is the intent of this Consent Agreement that Dr. Haas shall submit her urine specimens to the Board-approved drug testing facility and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Haas, as determined in the sole discretion of the Board, then subject to the following requirements, the Board may approve an alternate drug testing facility and/or collection site, or a supervising physician, to facilitate the urine screening process for Dr. Haas:
 - a. Within thirty days of the date upon which Dr. Haas is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Haas, she shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Haas shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Haas's residence or employment location, or to a physician who practices in the same locale as Dr. Haas. Dr. Haas shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Haas acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

- b. Dr. Haas shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.
 - c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Haas must immediately notify the Board in writing. Dr. Haas shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in her urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Haas shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Haas.
 - d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Haas's designated alternate drug testing facility and/or collection site, or any person proposed to serve as her supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.
 - e. In the event that the Board approved an alternate drug testing facility and/or collection site, or a supervising physician, pursuant to the April 2009 Step I Consent Agreement between Dr. Haas and the Board, Dr. Haas and the Board agree that the entity, facility or person previously approved by the Board to so serve pursuant to the April 2009 Step I Consent Agreement is hereby approved to continue as Dr. Haas's designated alternate drug testing facility and collection site or as her supervising physician under this Consent Agreement.
12. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Haas's quarterly declaration. It is Dr. Haas's responsibility to ensure that reports are timely submitted.
13. The Board retains the right to require, and Dr. Haas agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Haas, or for any other purpose, at Dr. Haas's expense upon the Board's request and without prior

notice. Dr. Haas'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.

Practice Prohibition/Approval of Employment

14. Before engaging in any medical practice or other employment related to the health care fields, Dr. Haas shall demonstrate to the satisfaction of the Secretary and Supervising Member of the Board that she is in full compliance with all conditions of the ILC Plan of the Warren County Common Pleas Court, and specifically that she has been released from the condition that prohibits her from working in the medical field. Further, Dr. Haas shall obtain the approval of the Board for any medical practice or employment related to the health care fields. The Board shall consider, among other factors, the adequacy and continuity of supervision and the feasibility of restricted access to controlled substances, which will ensure the protection of the public, prior to approval or disapproval of the proposed employment.

Further, in the event that Dr. Haas has not been engaged in the active practice of medicine and surgery for a period in excess of two years at the time the Board considers any request(s) for approval of employment by Dr. Haas that constitute the practice of medicine, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Haas's fitness to resume practice.

Mental Health Treatment

15. Within thirty days of the effective date of this Consent Agreement, Dr. Haas shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of her choice. Upon approval by the Board, Dr. Haas shall undergo and continue psychiatric treatment, including individual psychotherapy, at least every two weeks or as otherwise directed by the Board. Dr. Haas shall comply with her psychiatric treatment plan, including taking medications as prescribed and/or ordered. Dr. Haas shall ensure that psychiatric reports are forwarded by her treating psychiatrist to the Board on a quarterly basis, or as otherwise directed by the Board. The psychiatric reports shall contain information describing Dr. Haas's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Haas's compliance with her treatment plan; Dr. Haas's mental status; Dr. Haas's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Haas shall ensure that her treating psychiatrist immediately notifies the Board of his failure to comply with her psychiatric treatment plan and/or any determination that Dr. Haas is unable to practice due to her psychiatric disorder. It is Dr. Haas's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Haas's quarterly declaration.

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

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

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

Monitoring Physician

16. Before engaging in any medical practice, Dr. Haas shall submit to the Board in writing the name and curriculum vitae of a monitoring physician for prior written approval by the Secretary or Supervising Member of the Board. In approving an individual to serve in this capacity, the Secretary and Supervising Member will give preference to a physician who practices in the same locale as Dr. Haas and who is engaged in the same or similar practice specialty.

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

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Haas must immediately so notify the Board in writing. In addition, Dr. Haas 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. Haas shall ensure that the previously designated monitoring physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

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

Rehabilitation Program

17. Dr. Haas shall maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

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

Aftercare

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

Releases

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

Required Reporting by Licensee

21. Within thirty days of the effective date of this Consent Agreement, Dr. Haas shall provide a copy of this Consent Agreement to all employers or entities with which she 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 she has privileges or appointments. Further, Dr. Haas shall promptly provide a copy of this Consent Agreement to all employers or entities with which she contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where she applies for or obtains privileges or appointments. In the event that Dr. Haas 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. Haas shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Haas shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to

whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

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

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Haas 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. Haas has violated any term, condition or limitation of this Consent Agreement, Dr. Haas agrees that the violation, as alleged, also constitutes clear and convincing evidence that her 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. Haas shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Haas shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year, except that Dr. Haas may make such request with the mutual approval and joint recommendation of the Secretary and Supervising Member. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

In the event that the Board initiates future formal proceedings against Dr. Haas, 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.

In the event that any term, limitation, or condition contained in this Consent Agreement is determined to be invalid by a court of competent jurisdiction, Dr. Haas and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Haas acknowledges that she 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. Haas 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. Haas acknowledges that her social security number will be used if this information is so reported and agrees to provide her 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.

Marjorie Marie Haas, M.D.
MARJORIE MARIE HAAS, M.D.

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

11/29/10
DATE

12-8-10
DATE

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

12/8/10
DATE

Karen Mortland
KAREN MORTLAND
Enforcement Attorney

Dec 1, 2010
DATE

MEDICAL BOARD

NOV 30 2010

**STEP I
CONSENT AGREEMENT
BETWEEN
MARJORIE MARIE HAAS, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

2001 MAR -7 P 1:26

STATE MEDICAL BOARD

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

Dr. Haas enters into this Consent Agreement being fully informed of her 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)(26), Ohio Revised Code, "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice;" and/or Section 4731.22(B)(2), Ohio Revised Code, "[f]ailure to maintain minimal standards applicable to the selection or administration of drugs, or failure to employ acceptable scientific methods in the selection of drugs or other modalities for treatment of disease;" and/or Section 4731.22(B)(3), Ohio Revised Code, "[s]elling, giving away, personally furnishing, prescribing, or administering drugs for other than legal and legitimate therapeutic purposes or a plea of guilty to, a judicial finding of guilt of, or a judicial finding of eligibility for intervention in lieu of conviction of, a violation of any federal or state law regulating the possession, distribution, or use of any drug;" and/or Section 4731.22(B)(6), Ohio Revised Code, "[a] departure from, or the failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established;" and/or Section 4731.22(B)(10), Ohio Revised Code, "commission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed;" and/or Section 4731.22(B)(20), Ohio Revised Code, "violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board."

- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(26), (B)(2), (B)(3), and (B)(6), Ohio Revised Code; Section 4731.22(B)(10), Ohio Revised Code, 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; and Section 4731.22(B)(20), to wit, Rule 4731-11-08, Ohio Administrative Code, Utilizing Controlled Substances for Self and Family Members, and Rule 4731-11-09, Ohio Administrative Code, Prescribing to Persons Not Seen by the Physician, and as set forth in Paragraph E below. Pursuant to Rule 4731-11-09(H), Ohio Administrative Code, violation of any provision of Rule 4731-11-09, Ohio Administrative Code, constitutes violation of Sections 4731.22(B)(2), (B)(3), and (B)(6), Ohio Revised Code. 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. Haas to obtain controlled substances for self-use and/or any criminal acts committed by Dr. Haas other than those specifically referenced in paragraph (E) below.
- C. Dr. Haas is licensed to practice medicine and surgery in the State of Ohio, License number 35-062341.
- D. Dr. Haas states that she is not licensed to practice in any other state or jurisdiction.
- E. Dr. Haas admits that she is currently impaired in her ability to practice medicine and surgery according to acceptable and prevailing standards of care due to chemical dependency. Dr. Haas further admits that her drug of choice is oxycodone, which she used to alleviate stress and to aid sleep. Dr. Haas admits that she obtained oxycodone for self-use by prescribing in the names of former patients. Dr. Haas admits that on or about April 2, 2009, she was admitted for treatment for chemical dependency at The Woods at Parkside, a Board-approved treatment provider in Columbus, Ohio.

Dr. Haas admits that she has prescribed controlled substances, including diazepam and hydrocodone, to family members and to the family members of co-workers, without performing a medical examination.

Dr. Haas specifically attests that, other than using the names of patients, she did not directly involve patients in her scheme to obtain controlled substances for self-use, and that she did not obtain controlled substances by any method other than what is described herein. Dr. Haas states that at this time, no formal criminal charges have been issued against her to her knowledge.

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

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Haas to practice medicine and surgery in the State of Ohio shall be **PERMANENTLY REVOKED**, such revocation shall be **STAYED**, and the certificate of Dr. Haas to practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 18 months.

Obey all Laws

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

Sobriety

3. Dr. Haas shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to her by another so authorized by law who has full knowledge of Dr. Haas's history of chemical dependency. Further, in the event that Dr. Haas is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Haas shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Haas received; the medical purpose for which she 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 her, Dr. Haas 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. Haas shall abstain completely from the use of alcohol.

Absences from Ohio

5. Dr. Haas shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the monitoring terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In

the event that Dr. Haas resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Haas may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Haas is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

Releases; Quarterly Declarations and Appearances

6. Dr. Haas 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. Haas'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. 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. Haas further agrees to provide the Board written consent permitting any treatment provider from whom she obtains treatment to notify the Board in the event she 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.
7. Dr. Haas 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.
8. Dr. Haas 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; Drug Testing Facility and Collection Site

9. Dr. Haas shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Haas shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board, and shall include Dr. Haas's drug(s) of choice.

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

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site, except as provided in Paragraph 10 below, and the screening process shall require a daily call-in procedure.

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

Further, within thirty days of the effective date of this Consent Agreement, Dr. Haas shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug testing facility and/or collection site in order to facilitate the urine screening process in the manner required by this Consent Agreement. Further, Dr. Haas shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Haas and the Board-approved drug testing facility and/or collection site. Dr. Haas's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Consent Agreement.

Dr. Haas shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Haas and the Board-approved drug testing facility and collection site shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

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

In the event that the Board-approved drug testing facility and/or collection site becomes unable or unwilling to serve as required by this Consent Agreement, Dr. Haas must immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph 10 below, as soon as practicable. Dr. Haas shall further ensure that the Board-approved drug testing facility and/or collection site also notifies the Board directly of its inability to continue to serve and the reasons therefore.

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

10. Dr. Haas and the Board agree that it is the intent of this Consent Agreement that Dr. Haas shall submit her urine specimens to the Board-approved drug testing facility and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Haas, as determined in the sole discretion of the Board, then subject to the following requirements, the Board may approve an alternate drug testing facility and/or collection site, or a supervising physician, to facilitate the urine screening process for Dr. Haas:
 - a. Within thirty days of the date upon which Dr. Haas is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Haas, she shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Haas shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Haas's residence or employment location, or to a physician who practices in the same locale as Dr. Haas. Dr. Haas shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Haas acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.
 - b. Dr. Haas shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in

compliance with this Consent Agreement, and whether all urine screens have been negative.

- c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Haas must immediately notify the Board in writing. Dr. Haas shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in her urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Haas shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Haas.
 - d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Haas's designated alternate drug testing facility and/or collection site, or any person proposed to serve as her supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.
11. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Haas's quarterly declaration. It is Dr. Haas's responsibility to ensure that reports are timely submitted.
 12. The Board retains the right to require, and Dr. Haas agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Haas, or for any other purpose, at Dr. Haas's expense upon the Board's request and without prior notice. Dr. Haas'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.

Rehabilitation Program

13. Within thirty days of the effective date of this Consent Agreement, Dr. Haas 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. Haas shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Haas's quarterly declarations.

14. Immediately upon completion of any required treatment for chemical dependency, Dr. Haas shall enter into an aftercare contract with a Board-approved treatment provider and shall maintain continued compliance with the terms of said aftercare contract, provided that, where the terms of the aftercare contract conflict with the terms of this Consent Agreement, the terms of this Consent Agreement shall control.

CONDITIONS FOR REINSTATEMENT

15. The Board shall not consider reinstatement or restoration of Dr. Haas's certificate to practice medicine and surgery until all of the following conditions are met:
 - a. Dr. Haas shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
 - b. At the time she submits her application for reinstatement or restoration, Dr. Haas shall provide acceptable documentation of successful completion of a course or courses dealing with the prescribing of controlled substances. The exact number of hours and the specific content of the course or courses shall be subject to the prior approval of the Board or its designee. Any course(s) taken in compliance with this provision shall be in addition to the Continuing Medical Education requirements for relicensure for the Continuing Medical Education period(s) in which they are completed.

In addition, at the time Dr. Haas submits the documentation of successful completion of the course dealing with the prescribing of controlled substances, she shall also submit to the Board a written report describing the course, setting forth what she learned from the course, and identifying with specificity how she will apply what she has learned to her practice of medicine in the future.
 - c. Dr. Haas shall demonstrate to the satisfaction of the Board that she can resume practice in compliance with acceptable and prevailing standards of care under the provisions of her 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. Haas has successfully completed any required inpatient treatment, including at least twenty-eight days of inpatient or residential treatment for chemical abuse/dependence, as set forth in Rules 4731-16-02 and 4731-16-08, Ohio Administrative Code, completed consecutively.
- ii. Evidence of continuing full compliance with, or successful completion of, 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. Haas's ability to practice has been assessed and that she 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. Haas. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Haas shall provide the evaluators with copies of patient records from any evaluations and/or treatment that she 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. Haas, and any conditions, restrictions, or limitations that should be imposed on Dr. Haas'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. 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.

- d. Dr. Haas 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. Haas are unable to agree on the terms of a written Consent Agreement, then Dr. Haas 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. Haas that said hearing has been scheduled, advising Dr. Haas of her 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. Haas'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. Moreover, upon termination of the consent agreement or Board Order, Dr. Haas 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. Haas has maintained sobriety.

16. In the event that Dr. Haas 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. Haas's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

17. Within thirty days of the effective date of this Consent Agreement, Dr. Haas shall provide a copy of this Consent Agreement to all employers or entities with which she 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 she has privileges or appointments. Further, Dr. Haas shall promptly provide a copy of this Consent Agreement to all employers or entities with which she contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where she applies for or obtains privileges or appointments. In the event that Dr. Haas 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. Haas shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Haas 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.

18. Within thirty days of the effective date of this Consent Agreement, Dr. Haas shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which she currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which she currently holds any license or certificate. Dr. Haas further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which she applies for any professional license or reinstatement of any professional license. Further, Dr. Haas 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.
19. Dr. Haas shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Haas chemical dependency treatment or monitoring. Further, Dr. Haas 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.
20. Dr. Haas 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. Haas, 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. Haas 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. Haas acknowledges that she 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. Haas hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

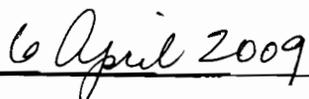
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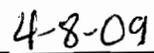
EFFECTIVE DATE

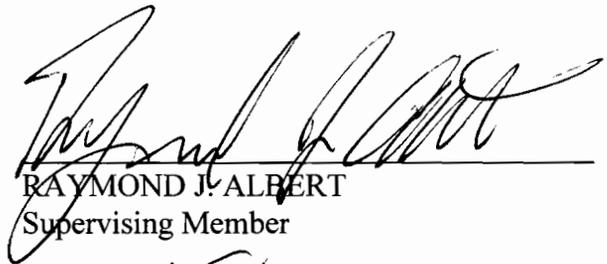
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.


MARJORIE MARIE HAAS, M.D.


LANCE A. TALMAGE, M.D.
Secretary

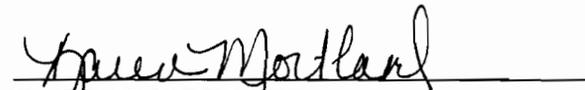

DATE


DATE


RAYMOND J. ALBERT
Supervising Member

4/8/09

DATE


KAREN MORTLAND
Enforcement Attorney

4/7/2009

DATE