

**CONSENT AGREEMENT  
BETWEEN  
ROBIN KANWAR DHILLON, M.D.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

This CONSENT AGREEMENT is entered into by and between ROBIN KANWAR DHILLON, M.D., and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

ROBIN KANWAR DHILLON, M.D., 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 STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(B)(19), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for "[i]nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills."
- B. THE STATE MEDICAL BOARD OF OHIO 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. ROBIN KANWAR DHILLON, M.D., has applied for a certificate to practice medicine and surgery in the State of Ohio.

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- D. ROBIN KANWAR DHILLON, M.D., has previously been licensed to practice medicine and surgery in the States of Washington, Virginia, Idaho, Oregon, Mississippi, South Dakota, Colorado, and Montana. DOCTOR DHILLON STATES that his licenses are inactive in each of those states.
- E. ROBIN KANWAR DHILLON, M.D., ADMITS that he was diagnosed with Multiple Sclerosis in April of 1996. DOCTOR DHILLON further ADMITS that he submitted to neuropsychological testing at the Mellen Center for Multiple Sclerosis Treatment and Research in September of 2000. In a report from the Mellen Center by Richard I. Naugle, Ph.D., ABPP, Dr. Naugle opined that DOCTOR DHILLON, "... likely retains the ability to practice medicine in a setting that does not require solving novel problems or quickly processing information ..." and that he appears to retain the ability to practice in office or routine clinic work or genetic counseling.

Based upon the results of said testing and Dr. Naugle's report, Mary R. Rensel, M.D., DOCTOR DHILLON's neurologist, opined that although DOCTOR DHILLON is unable to practice medicine as a surgeon, he is able to practice medicine in situations which conform to his physical disabilities.

**AGREED CONDITIONS**

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, ROBIN KANWAR DHILLON, M.D., shall be granted a certificate to practice medicine and surgery in the State of Ohio, and knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following terms, conditions and limitations:

1. DOCTOR DHILLON shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR DHILLON's certificate to practice medicine and surgery in the State of Ohio shall be permanently LIMITED and RESTRICTED to prohibit DOCTOR DHILLON from performing surgery of any type, or assisting in any surgical procedure;
3. DOCTOR DHILLON shall obtain the prior approval of the BOARD for any medical practice or employment related to the health care fields. The BOARD shall consider, among other factors, the opinions and recommendations mentioned in Dr. Naugle's report mentioned in

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Paragraph E above, as well as any other subsequent neuropsychological test and evaluation reports;

4. Beginning December 2001 and every December thereafter, DOCTOR DHILLON shall submit to neuropsychological testing and evaluations to determine if he is capable of practicing according to acceptable and prevailing standards of care. DOCTOR DHILLON shall direct that a report of the neuropsychological testing and evaluations be sent to the BOARD no later than thirty (30) days after the date of said testing and evaluation. The report shall describe the basis for the determination and shall include any recommended conditions, restrictions, or limitations that should be imposed on DOCTOR DHILLON's practice;
5. DOCTOR DHILLON agrees that the BOARD can void any or all portions of any existing practice plan or portions thereof should the BOARD determine that such portion(s) is(are) in conflict with an evaluation conducted pursuant to Paragraph 4 above;
6. DOCTOR DHILLON shall immediately contact the BOARD should there be any change in his physical or mental condition that affects his ability to practice medicine in the State of Ohio;

**Required Reporting by Licensee**

7. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR DHILLON shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide physician services or is receiving training; and the chief of staff at each hospital where he has privileges or appointments. Further, DOCTOR DHILLON shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to provide physician services, or applies for or receives training, and the chief of staff at each hospital where he applies for or obtains privileges or appointments;
8. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR DHILLON shall provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds a license to practice. DOCTOR DHILLON further agrees to provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for licensure or reinstatement of licensure. Further, DOCTOR DHILLON shall provide

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this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt; and,

#### **FAILURE TO COMPLY**

9. DOCTOR DHILLON agrees that if any declaration or report required by this agreement is not received in the BOARD's offices on or before its due date, DOCTOR DHILLON shall cease practicing beginning the day next following receipt from the board of notice of non-receipt, either by writing, by telephone, or by personal contact until the declaration or report is received in the board offices. Any practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.

If, in the discretion of the Secretary and Supervising Member of the BOARD, DOCTOR DHILLON 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 Agreement.

If the Secretary and Supervising Member of the BOARD determine that there is clear and convincing evidence that DOCTOR DHILLON has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR DHILLON agrees that the violation, as alleged, also constitutes clear and convincing evidence that his continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

#### **MODIFICATION OF TERMS**

With the exception of the permanent limitations and restrictions referenced in paragraph 2, the above described terms, limitations and conditions may be amended or terminated in writing upon the agreement of both parties after this CONSENT AGREEMENT has been in effect for one (1) year.

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

DOCTOR DHILLON 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.

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DOCTOR DHILLON hereby releases THE STATE MEDICAL BOARD OF OHIO, 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.

**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 that it shall become effective upon the last date of signature below.

  
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ROBIN KANWAR DHILLON, M.D.

  
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ANAND G. GARG, M.D.  
Secretary

December Eleventh,  
DATE 2000

12/13/00  
DATE

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

12/13/00  
DATE

  
\_\_\_\_\_  
ANNE B. STRAIT, ESQ.  
Assistant Attorney General

12/13/00  
DATE