

State Medical Board of Ohio

30 E. Broad Street, 3rd Floor, Columbus, OH 43215-6127

Richard A. Whitehouse, Esq.
Executive Director

(614) 466-3934
med.ohio.gov

June 9, 2010

Shailen Rajendra Patel, M.D.
1051 The Parkway
Mamaroneck, NY 10543

RE: 10-CRF-022

Dear Dr. Patel:

Please find enclosed a certified copy of the Findings, Order and Journal Entry approved and confirmed by the State Medical Board meeting in regular session on June 9, 2010.

Section 119.12, Ohio Revised Code, may authorize an appeal from this Order. Such an appeal must be taken to the Franklin County Court of Common Pleas.

Such an appeal setting forth the Order appealed from and the grounds of the appeal must be commenced by the filing of an original Notice of Appeal with the State Medical Board of Ohio and a copy with the Franklin County Court of Common Pleas. Any such appeal must be filed within fifteen (15) days after the mailing of this notice and in accordance with the requirements of Section 119.12 of the Ohio Revised Code.

Very truly yours,



Lance A. Talmage, M.D.
Secretary

LAT:jam
Enclosures

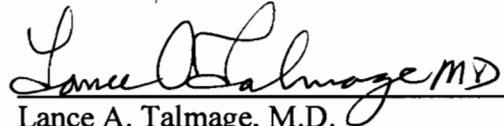
CERTIFIED MAIL RECEIPT NO. 91 7108 2133 3936 3114 1154
RETURN RECEIPT REQUESTED

Mailed 6-10-10

CERTIFICATION

I hereby certify that the attached copy of the Findings, Order and Journal Entry approved by the State Medical Board, meeting in regular session on June 9, 2010, constitutes a true and complete copy of the Findings, Order and Journal Entry in the Matter of Shailen Rajendra Patel, M.D., Case Number 10-CRF-022, as it appears in the Journal of the State Medical Board of Ohio.

This Certification is made by the authority of the State Medical Board of Ohio in its behalf.


Lance A. Talmage, M.D.
Secretary

(SEAL)

June 9, 2010

Date

BEFORE THE STATE MEDICAL BOARD OF OHIO

IN THE MATTER OF :
 : Case No. 10-CRF-022
SHAILEN RAJENDRA PATEL, M.D. :

FINDINGS, ORDER AND JOURNAL ENTRY

This matter came on for consideration before the State Medical Board of Ohio on June 9, 2010, pursuant to a Notice of Opportunity for Hearing issued to Shailen Rajendra Patel, M.D. on March 10, 2010. No request for hearing having been received within the statutorily mandated time period, Hearing Examiner Danielle R. Blue, Esq., on behalf of the Board, reviewed and summarized evidence supporting the Notice, and prepared Proposed Findings and a Proposed Order.

WHEREFORE, having reviewed Ms. Blue's Proposed Findings and Proposed Order, which is attached hereto and incorporated herein, the Board hereby adopts the Proposed Findings and Proposed Order.

Accordingly, it is hereby ORDERED that:

The certificate of Shailen Rajendra Patel, M.D., to practice medicine and surgery in the State of Ohio is REVOKED.

This Order shall become effective immediately upon the mailing of the notification of approval by the Board.



Lance A. Talmage, M.D.
Secretary

(SEAL)

June 9, 2010
Date

2010 MAY 11 AM 11: 54

BEFORE THE STATE MEDICAL BOARD OF OHIO

In the Matter of

*

Case No. 10-CRF-022

Shailen Rajendra Patel, M.D.

*

Hearing Examiner Blue

Respondent.

*

PROPOSED FINDINGS AND PROPOSED ORDER

Basis for the Review:

Notice of Opportunity for Hearing: In a notice of opportunity for hearing dated March 10, 2010 [Notice], the State Medical Board of Ohio notified Shailen Rajendra Patel, M.D., that it intended to determine whether to take disciplinary action against his certificate to practice medicine and surgery in Ohio based on his alleged violations of a 2009 Consent Agreement with the Board. (Exhibit [Ex.] 1B)

The Board alleged, among other things, that Dr. Patel had failed to submit to random urine screens four times per month, failed to submit declarations and make personal appearances, failed to document his participation in an alcohol and drug rehabilitation program, and failed to submit any documentation giving employers and other entities notice of the 2009 Consent Agreement.

The Board charged that the above-mentioned alleged acts, conduct, and/or omissions individually and/or collectively, constitute a “[v]iolation of the conditions of limitation placed by the board upon a certificate to practice,” as set forth in Ohio Revised Code Section [R.C.] 4731.22(B)(15).

No Request for Hearing from the Respondent: The Notice was mailed to Dr. Patel at his address of record on March 11, 2010, by certified mail, return receipt requested. (Exs. 1B, 2) Documents from the U.S. Postal Service show that the Notice was delivered to Dr. Patel on March 15, 2010. (Ex. 1B) In a sworn affidavit signed April 16, 2010, the Board’s Senior Executive Staff Attorney stated that the Board had not received a request for hearing from Dr. Patel. (Ex. 3)

Request for Proposed Findings and Proposed Order: In a memorandum dated April 21, 2010, the Senior Executive Staff Attorney requested that a hearing examiner review the evidence as provided and prepare a report of Proposed Findings and Proposed Order [PFPO]. (Ex. 5)

Evidence Examined

Exhibit 1: Certified copy of documents maintained by the Board:

Exhibit 1A: Step I Consent Agreement between Dr. Patel and the Board, signed by Dr. Patel on December 16, 2008, and signed by the Board's Supervising Member on January 15, 2009.

Exhibit 1B: Notice of Opportunity for Hearing dated March 10, 2010 (mailed March 11, 2010), sent by the Board to Dr. Patel; and two documents from U.S. Postal Service providing information that the Notice was delivered on March 15, 2010.

Exhibit 2: Affidavit of Kay L. Rieve, the Board's Administrative Officer, who certified Dr. Patel's last known address of record.

Exhibit 3: Affidavit of Barbara Jacobs, the Board's Senior Executive Staff Attorney, regarding service of the Notice on Dr. Patel and attesting that, as of April 16, 2010, the Board had not received a request for hearing from Dr. Patel.

Exhibit 4: Affidavit of Danielle Bickers, the Board's Compliance Supervisor, who described the requirements in Dr. Patel's Step I Consent Agreement, and attested that Dr. Patel had failed to comply with certain specific terms and conditions, which are set forth in detail. In addition, Ms. Bickers described various actions by the Board and its staff. Further, Ms. Bickers authenticated copies of the following documents:

Exhibit 4A: A printout of FirstLab calendar from August 2009 through March 2010 showing the monthly call-in and urine drug screen selection dates.

Exhibit 4B: December 17, 2009 letter from the Board's Compliance Officer informing Dr. Patel of the date, time, and place for his probationary conference scheduled to take place on January 11, 2010.

Exhibit 5: Memorandum from the Senior Executive Staff Attorney dated April 21, 2010, requesting a PFPO report from the Hearing Unit and providing the documents that have been marked as Exhibits 1-4.

Proposed Findings

1. On or about January 15, 2009, Shailen Rajendra Patel, M.D., who has been licensed to practice medicine and surgery in Ohio under certificate number 35.088669, entered into a Step I Consent Agreement with the Board [Consent Agreement], pursuant to which his Ohio certificate to practice medicine and surgery was suspended for an indefinite period of time. The Consent Agreement was based in part on Dr. Patel's admission that he is

impaired in his ability to practice medicine and surgery according to acceptable and prevailing standards of care due to habitual or excessive use or abuse of alcohol. The Consent Agreement became effective on January 15, 2009, and remains in effect to date.

This proposed finding is supported by the following evidence: Exs. 1A, 4.

2. The Consent Agreement includes the following provision in paragraph 7:

Dr. Patel 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. * * * Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.

Under his Consent Agreement, Dr. Patel was required to submit a quarterly declaration in January 2010, but he failed to submit it.

This proposed finding is supported by the following evidence: 1A, 4.

3. The Consent Agreement also includes the following provision in paragraph 8:

Dr. Patel shall appear in person for an interview before the full Board or its designated representative during the third month following the effective dates of this Consent Agreement. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board.

Dr. Patel was scheduled to appear in person for an interview with a designated representative of the Board in January 2010. He failed to appear for the interview. He also failed to contact the Board to explain his absence.

This proposed finding is supported by the following evidence: 1A, 4.

4. The Consent Agreement includes the following provision in paragraph 9:

Dr. Patel shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Patel shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. * * *

Dr. Patel 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.

Between August 28, 2009, and January 13, 2010, Dr. Patel failed to call in to First Lab, the Board-approved drug testing facility, on 65 separate occasions. In addition, Dr. Patel has failed to provide a urine screen to First Lab since November 12, 2009.

This proposed finding is supported by the following evidence: 1A, 4.

5. The Consent Agreement includes the following provision in paragraph 13:

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

From October 12, 2009 to April 16, 2010 (the date of Ms. Bickers' affidavit), Dr. Patel has failed to submit any documentary evidence of his attendance at alcohol and drug rehabilitation program meetings.

This proposed finding is supported by the following evidence: 1A, 4.

6. Paragraphs 17 through Paragraph 19 of the January 2009 Step I Consent Agreement also require Dr. Patel to give a copy of the January 2009 Step I Consent Agreement to certain specified parties, including all employers or entities with which he is under contract to provide health care services, the Chief of Staff at each hospital where he has privileges or appointments, the proper licensing authority of any state or jurisdiction in which he holds any professional license, any federal agency or entity (including the Drug Enforcement Agency) through which he holds any license or certificate, and all persons/entities that provide him with chemical dependency treatment or monitoring. Further, the Consent Agreement required him to provide proof to the Board that he had provided the notifications, within thirty days of each notification.

Dr. Patel has not submitted any documentation that he has provided copies of the Step I Consent Agreement to any of the above-mentioned entities as required by the Consent Agreement.

This proposed finding is supported by the following evidence: 1A, 4.

7. Dr. Patel's acts, conduct, and/or omissions as set forth above in Proposed Findings 1 through 6, individually and/or collectively, constitute a "[v]iolation of the conditions of limitation placed by the board upon a certificate to practice," as that language is used in R.C. 4731.22(B)(15).

Comments on the Proposed Order

In January 2009, Dr. Patel entered into a Step I Consent Agreement with the Board in lieu of formal proceedings based on his violation of R.C. 4731.22(B)(26). However, Dr. Patel has failed to comply with several requirements.

Dr. Patel's Consent Agreement was based on an impairment issue. The evidence establishes that Dr. Patel is currently either unwilling or unable to comply with the Consent Agreement. Therefore, a revocation of his certificate is warranted at this time. However, a permanent revocation is not recommended at this time due to the nature of Dr. Patel's impairment and the potential that he may at some point recover sufficiently to practice within the applicable standards and in compliance with the Board's requirements.

PROPOSED ORDER

It is hereby ORDERED that:

The certificate of Shailen Rajendra Patel, M.D., to practice medicine and surgery in the State of Ohio is REVOKED.

This Order shall become effective immediately upon the mailing of the notification of approval by the Board.



Danielle R. Blue, Esq.
Hearing Examiner

State Medical Board of Ohio

30 E. Broad Street, 3rd Floor, Columbus, OH 43215-6127

Richard A. Whitehouse, Esq.
Executive Director

(614) 466-3934
med.ohio.gov

March 10, 2010

Case number: 10-CRF- 022

Shailen Rajendra Patel, M.D.
1051 The Parkway
Mamaroneck, NY 10543

Dear Doctor Patel:

In accordance with Chapter 119., Ohio Revised Code, you are hereby notified that the State Medical Board of Ohio [Board] intends to determine whether or not to limit, revoke, permanently revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery, or to reprimand you or place you on probation for one or more of the following reasons:

- (1) On or about January 15, 2009, you entered into a Step I Consent Agreement [January 2009 Step I Consent Agreement] with the Board in lieu of formal proceedings based upon your violation of Section 4731.22(B)(26), Ohio Revised Code, which suspended your certificate to practice medicine and surgery for an indefinite period of time. In the January 2009 Step I Consent Agreement, you made certain admissions, including you were treated for alcohol addiction which affected your ability to practice medicine and surgery according to acceptable and prevailing standards of care. A copy of the January 2009 Step I Consent Agreement is attached hereto and incorporated herein.
- (2) Paragraph 9 of the January 2009 Step I Consent Agreement provides that you shall submit to random urine screens for drugs and alcohol at least four times per month. Further, you were required to ensure that the urine screening process be performed through a Board-approved drug testing facility requiring a daily call-in procedure; that the urine specimens be obtained on a random basis and that the collection be witnessed by a reliable person.

Despite these provisions, between August 28, 2009 and January 13, 2010, you failed on or about 65 separate occasions to call-in to First Lab, the Board-approved drug testing facility. In addition, since on or about November 12, 2009, you have failed to provide a urine screen to First Lab.

Mailed 3-11-10

- (3) Paragraph 7 of the January 2009 Step I Consent Agreement provides that you shall submit quarterly declarations under penalty of Board discipline action and/or criminal prosecution, stating whether there has been compliance with all the conditions of the January 2009 Step I Consent Agreement.

Despite this provision, you have failed to submit such a quarterly declaration which was due on January 1, 2010.

- (4) Paragraph 8 of the January 2009 Step I Consent Agreement provides that you must appear in person for an interview before the full Board or its designated representative every three months following the effective date of the January 2009 Step I Consent Agreement.

Despite this provision, you failed to appear on January 11, 2010 for such a conference and have failed to contact the Board to explain your absence.

- (5) Paragraph 13 of the January 2009 Step I Consent Agreement provides that you participate in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week and further that you submit to the Board acceptable documentary evidence of continuing compliance with such a program, including submission to the Board of meeting attendance logs.

Despite this provision, you have not submitted to the Board documentary evidence, including meeting attendance logs establishing continued compliance on your part with Paragraph 13 of the January 2009 Step I Consent Agreement since October 12, 2009.

- (6) Paragraphs 17 through Paragraph 19 of the January 2009 Step I Consent Agreement provides that you shall give a copy of the January 2009 Step I Consent Agreement to certain specified parties, including all employers or entities with which you are under contract to provide health care services, the Chief of Staff at each hospital where you have privileges or appointments, the proper licensing authority of any state or jurisdiction in which you hold any professional license, any federal agency or entity, (including the Drug Enforcement Agency) through which you hold any license or certificate, and all persons/entities that provide you with chemical dependency treatment or monitoring. Further, you were to provide the Board proof of such notification within thirty days of such notification.

Despite these provisions, you have failed to submit to the Board any acceptable documentation as identified in Paragraphs 17 through 19 of the January Step I Consent Agreement that you provided copies of the January 2009 Step I Consent Agreement as required.

Your acts, conduct, and/or omissions as alleged in paragraphs (1) through (6) above, individually and/or collectively, constitute a “[v]iolation of the conditions of limitation placed by the board upon a certificate to practice,” as that clause is used in Section 4731.22(B)(15), Ohio Revised Code.

Pursuant to Chapter 119., Ohio Revised Code, you are hereby advised that you are entitled to a hearing in this matter. If you wish to request such hearing, the request must be made in writing and must be received in the offices of the State Medical Board within thirty days of the time of mailing of this notice.

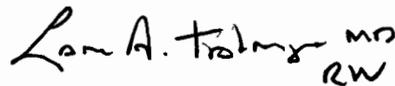
You are further advised that, if you timely request a hearing, you are entitled to appear at such hearing in person, or by your attorney, or by such other representative as is permitted to practice before this agency, or you may present your position, arguments, or contentions in writing, and that at the hearing you may present evidence and examine witnesses appearing for or against you.

In the event that there is no request for such hearing received within thirty days of the time of mailing of this notice, the State Medical Board may, in your absence and upon consideration of this matter, determine whether or not to limit, revoke, permanently revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery or to reprimand you or place you on probation.

Please note that, whether or not you request a hearing, Section 4731.22(L), Ohio Revised Code, provides that “[w]hen the board refuses to grant a certificate to an applicant, revokes an individual’s certificate to practice, refuses to register an applicant, or refuses to reinstate an individual’s certificate to practice, the board may specify that its action is permanent. An individual subject to a permanent action taken by the board is forever thereafter ineligible to hold a certificate to practice and the board shall not accept an application for reinstatement of the certificate or for issuance of a new certificate.”

Copies of the applicable sections are enclosed for your information.

Very truly yours,



Lance A. Talmage, M.D.
Secretary

LAT/SRS/flb

Enclosures

CERTIFIED MAIL #91 7108 2133 3936 3069 5214

RETURN RECEIPT REQUESTED

STATE MEDICAL BOARD
OF OHIO

2008 DEC 32 A 10: 36

**STEP I
CONSENT AGREEMENT
BETWEEN
SHAILEN RAJENDRA PATEL, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Patel 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)(26), Ohio Revised Code, for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph E below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.
- C. Dr. Patel is licensed to practice medicine and surgery in the State of Ohio, License number 35.088669.
- D. Dr. Patel states that he is also actively licensed in Michigan, and holds inactive licenses in Connecticut and New York.
- E. Dr. Patel admits that he initially entered treatment for alcohol addiction at Marworth in Waverly Pennsylvania, on or about May 14, 2008. Dr Patel further admits that on or about May 1, 2008, prior to entering Marworth for treatment, he resigned his medical staff privileges in thoracic surgery at Firelands Regional Medical Center [Firelands], in Sandusky, Ohio. Dr. Patel further admits that he resigned following a summary suspension of his privileges at Firelands. Dr. Patel further admits that Firelands initiated their summary suspension based on their concern that he appeared intoxicated at a hospital function on a day when he was also scheduled to be on

emergency call at Firelands for thoracic surgery. Dr. Patel acknowledges that he sought treatment at Marworth as his alcohol impairment affected his ability to practice medicine and surgery according to acceptable and prevailing standards of care.

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

SUSPENSION OF CERTIFICATE

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

Obey all Laws

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

Sobriety

3. Dr. Patel 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. Patel's history of chemical dependency. Further, in the event that Dr. Patel is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Patel shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Patel 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. Patel 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. Patel shall abstain completely from the use of alcohol.

Absences from Ohio

5. Dr. Patel 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. Patel 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. Patel may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Patel is able to otherwise

maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement. However, the Board shall waive this provision so long as Dr. Patel does not reside in Ohio.

Releases: Quarterly Declarations and Appearances

6. Dr. Patel 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. Patel'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. Patel further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.
7. Dr. Patel 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. Patel 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. Patel shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Patel 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. Patel's drug(s) of choice.

Dr. Patel 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. Patel acknowledges that he 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. Patel shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Patel shall be negative, except for those substances prescribed, administered, or dispensed to him 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 he 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. Patel 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, within thirty days of making such arrangements, Dr. Patel shall provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Patel and the Board-approved drug testing facility and/or collection site. Dr. Patel'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. Patel 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. Patel 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. Patel 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. Patel must immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph 10 below, as soon as practicable. Dr. Patel 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. Patel 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. Patel and the Board agree that it is the intent of this Consent Agreement that Dr. Patel shall submit his 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. Patel, 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. Patel:

- a. Within thirty days of the date upon which Dr. Patel 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. Patel, he 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. Patel 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. Patel's residence or employment location, or to a physician who practices in the same locale as Dr. Patel. Dr. Patel 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. Patel 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. Patel 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. Patel must immediately notify the Board in writing. Dr. Patel 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 his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Patel 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. Patel.
 - d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Patel's designated alternate drug testing facility and/or collection site, or any person proposed to serve as his 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. Patel's quarterly declaration. It is Dr. Patel's responsibility to ensure that reports are timely submitted.

12. The Board retains the right to require, and Dr. Patel 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. Patel, or for any other purpose, at Dr. Patel's expense upon the Board's request and without prior notice. Dr. Patel'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. Patel 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. Patel 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. Patel's quarterly declarations.

14. Immediately upon completion of any required treatment for chemical dependency, Dr. Patel 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. Patel's certificate to practice medicine and surgery until all of the following conditions are met:
 - a. Dr. Patel shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
 - b. Dr. Patel shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
 - i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that Dr. Patel 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. Patel's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. The reports shall be made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Patel. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Patel shall provide the evaluators with copies of patient records from any evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Patel, and any conditions, restrictions, or limitations that should be imposed on Dr. Patel'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.

- c. Dr. Patel 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. Patel are unable to agree on the terms of a written Consent Agreement, then Dr. Patel 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. Patel that said hearing has been scheduled, advising Dr. Patel 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. Patel'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. Patel 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. Patel has maintained sobriety.

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

REQUIRED REPORTING BY LICENSEE

17. Within thirty days of the effective date of this Consent Agreement, Dr. Patel 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. Patel 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. Patel 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. Patel shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Patel 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. Patel 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. Patel 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. Patel 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. Patel shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Patel chemical dependency treatment or monitoring. Further, Dr. Patel 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. Patel 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. Patel, 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. Patel 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. Patel 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.

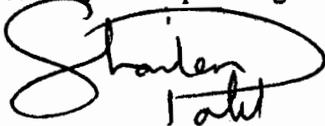
Dr. Patel hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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. Patel 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.

2008 DEC 32 A 10 36

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.



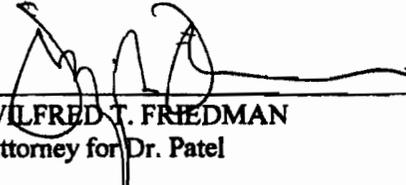
SHAILEN RAJENDRA PATEL, M.D.



LANCE A. TALMAGE, M.D.
Secretary

12/16/08

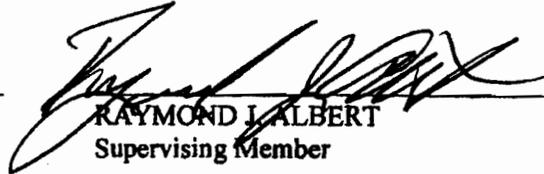
DATE



WILFRED T. FRIEDMAN
Attorney for Dr. Patel

1-14-09

DATE



RAYMOND J. ALBERT
Supervising Member

12/18/08

DATE

1/15/09

DATE



SHELDON SAFKO
Enforcement Attorney

12/22/2008

DATE

STATE MEDICAL BOARD
OF OHIO

2008 DEC 32 A 10:36

**STEP I
CONSENT AGREEMENT
BETWEEN
SHAILEN RAJENDRA PATEL, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Patel 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)(26), Ohio Revised Code, for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph E below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.
- C. Dr. Patel is licensed to practice medicine and surgery in the State of Ohio, License number 35.088669.
- D. Dr. Patel states that he is also actively licensed in Michigan, and holds inactive licenses in Connecticut and New York.
- E. Dr. Patel admits that he initially entered treatment for alcohol addiction at Marworth in Waverly Pennsylvania, on or about May 14, 2008. Dr Patel further admits that on or about May 1, 2008, prior to entering Marworth for treatment, he resigned his medical staff privileges in thoracic surgery at Firelands Regional Medical Center [Firelands], in Sandusky, Ohio. Dr. Patel further admits that he resigned following a summary suspension of his privileges at Firelands. Dr. Patel further admits that Firelands initiated their summary suspension based on their concern that he appeared intoxicated at a hospital function on a day when he was also scheduled to be on

emergency call at Firelands for thoracic surgery. Dr. Patel acknowledges that he sought treatment at Marworth as his alcohol impairment affected his ability to practice medicine and surgery according to acceptable and prevailing standards of care.

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

SUSPENSION OF CERTIFICATE

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

Obey all Laws

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

Sobriety

3. Dr. Patel 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. Patel's history of chemical dependency. Further, in the event that Dr. Patel is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Patel shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Patel 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. Patel 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. Patel shall abstain completely from the use of alcohol.

Absences from Ohio

5. Dr. Patel 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. Patel 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. Patel may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Patel is able to otherwise

maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement. However, the Board shall waive this provision so long as Dr. Patel does not reside in Ohio.

Releases; Quarterly Declarations and Appearances

6. Dr. Patel 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. Patel'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. Patel further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.
7. Dr. Patel 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. Patel 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. Patel shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Patel 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. Patel's drug(s) of choice.

Dr. Patel 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. Patel acknowledges that he 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. Patel shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Patel shall be negative, except for those substances prescribed, administered, or dispensed to him 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 he 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. Patel 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, within thirty days of making such arrangements, Dr. Patel shall provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Patel and the Board-approved drug testing facility and/or collection site. Dr. Patel'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. Patel 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. Patel 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. Patel 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. Patel must immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph 10 below, as soon as practicable. Dr. Patel 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. Patel 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. Patel and the Board agree that it is the intent of this Consent Agreement that Dr. Patel shall submit his 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. Patel, 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. Patel:

- a. **Within thirty days of the date upon which Dr. Patel 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. Patel, he 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. Patel 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. Patel's residence or employment location, or to a physician who practices in the same locale as Dr. Patel. Dr. Patel 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. Patel 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. Patel 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. Patel must immediately notify the Board in writing. Dr. Patel 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 his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Patel 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. Patel.**
 - d. **The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Patel's designated alternate drug testing facility and/or collection site, or any person proposed to serve as his 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. Patel's quarterly declaration. It is Dr. Patel's responsibility to ensure that reports are timely submitted.

12. The Board retains the right to require, and Dr. Patel 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. Patel, or for any other purpose, at Dr. Patel's expense upon the Board's request and without prior notice. Dr. Patel'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. Patel 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. Patel 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. Patel's quarterly declarations.

14. Immediately upon completion of any required treatment for chemical dependency, Dr. Patel 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. Patel's certificate to practice medicine and surgery until all of the following conditions are met:
 - a. Dr. Patel shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
 - b. Dr. Patel shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
 - i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that Dr. Patel 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. Patel's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. The reports shall be made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Patel. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Patel shall provide the evaluators with copies of patient records from any evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Patel, and any conditions, restrictions, or limitations that should be imposed on Dr. Patel'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.

- c. Dr. Patel 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. Patel are unable to agree on the terms of a written Consent Agreement, then Dr. Patel 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. Patel that said hearing has been scheduled, advising Dr. Patel 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. Patel'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. Patel 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. Patel has maintained sobriety.

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

REQUIRED REPORTING BY LICENSEE

17. Within thirty days of the effective date of this Consent Agreement, Dr. Patel 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. Patel 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. Patel 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. Patel shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Patel 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. Patel 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. Patel 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. Patel 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. Patel shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Patel chemical dependency treatment or monitoring. Further, Dr. Patel 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. Patel 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. Patel, 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. Patel 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. Patel 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.

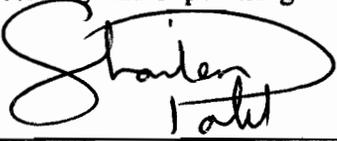
Dr. Patel hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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. Patel 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.

STATE MEDICAL BOARD
OF OHIO
2008 DEC 32 A 10:36

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.



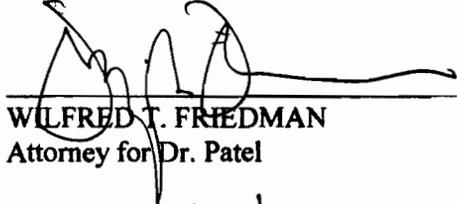
SHAILEN RAJENDRA PATEL, M.D.



LANCE A. TALMAGE, M.D.
Secretary

12/16/08

DATE



WILFRED T. FRIEDMAN
Attorney for Dr. Patel

1-14-09

DATE



RAYMOND J. ALBERT
Supervising Member

12/18/08

DATE

11/10/09

DATE



SHELDON SAFKO
Enforcement Attorney

12/22/2008

DATE