

**PROBATIONARY
CONSENT AGREEMENT
BETWEEN
RALPH G. OSTING, D.P.M.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Osting 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)(13), Ohio Revised Code, “[a] plea of guilty to, a judicial finding of guilt of, or a judicial finding of eligibility for intervention in lieu of conviction for, a misdemeanor involving moral turpitude.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(13), 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 Consent Agreement.
- C. Dr. Osting is licensed to practice podiatric medicine and surgery in the State of Ohio, License # 36-002996.
- D. Dr. Osting states that he is licensed to practice podiatric medicine and surgery in the State of Michigan.
- E. Dr. Osting admits that on September 24, 2002, following a jury trial in the Oberlin Municipal Court, Oberlin, Ohio, he was found guilty of the criminal charge of Voyerism, in violation of Section 2907.08, Ohio Revised Code, a 3rd degree

misdemeanor. Dr. Osting admits that such criminal charges arose after a female customer of a tanning salon accused him of looking over the wall of her tanning room and watching her as she was exiting the tanning bed naked in November 2001.

Dr. Osting states that in December 2003 and January 2004, he was assessed at the Cleveland Clinic, a Board-approved treatment provider in Cleveland, Ohio, in order to determine whether he was impaired due to mental illness or chemical dependence. Dr. Osting states that he underwent such assessment in anticipation of potential Board-ordered evaluations. Dr. Osting attests that Gregory Collins, M.D., and Ken Alexander, M.Ed., L.P.C., C.C.D.C.III-E, of the Cleveland Clinic Division of Psychiatry and Psychology, found that results from psychiatric testing and a collateral interview indicated that Dr. Osting had no significant pathology, and that Dr. Collins found that Dr. Osting is capable of practicing podiatric medicine according to usual 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. Osting knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

1. **REPRIMAND / SUSPENSION OF CERTIFICATE:** Ralph G. Osting, D.P.M, is hereby REPRIMANDED. Further, the certificate of Ralph G. Osting, D.P.M, to practice podiatric medicine and surgery in the State of Ohio shall be SUSPENDED for thirty days.
2. **PROBATIONARY CONDITIONS:** Dr. Osting knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations upon reinstatement, for a period of at least two years:
 - a. **Obey the Law:** Dr. Osting shall obey all federal, state, and local laws, and all rules governing the practice of podiatric medicine and surgery in Ohio, and all terms of probation imposed by the Oberlin Municipal Court, Oberlin, Ohio, in criminal case number 01-CRB-01061.
 - b. **Course(s) on Personal Ethics:** Within one year of the effective date of this Consent Agreement, or as otherwise approved by the Board, Dr. Osting shall provide documentation acceptable to the Board verifying his successful completion of a course or courses in personal ethics. The exact number of hours and the specific content of the course(s) shall be subject to the prior approval of the Board or its designee but in no event shall be less than thirty hours. Any course(s) taken in compliance with this provision shall be in addition to the Continuing Medical Education requirements for licensure renewal for the Continuing Medical Education acquisition period(s) in which they are completed.

- c. **Required Reporting By Licensee To Employers And Hospitals:** Within thirty days of the effective date of this Consent Agreement, Dr. Osting shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Osting shall provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments.
- d. **Required Reporting By Licensee To Other State Licensing Authorities:** Within thirty days of the effective date of this Consent Agreement, Dr. Osting shall provide a copy of this Consent Agreement by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license. Dr. Osting further agrees to provide a copy of this Consent Agreement by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for any professional license or for reinstatement of any professional license. Further, Dr. Osting shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
- e. **Required Reporting By Licensee To Educational Institutions:** Within thirty days of the effective date of this Consent Agreement, Dr. Osting shall provide a copy of this Consent Agreement by certified mail, return receipt requested, to all educational institutions with which he currently is employed or under contract to provide instruction. Further, Dr. Osting shall provide a copy of this Consent Agreement by certified mail, return receipt requested, to all educational institutions with which he contracts or obtains employment to provide instruction. Further, Dr. Osting shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
- f. **Failure to Comply:** If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Osting 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. Osting has violated any term, condition or limitation of this Consent Agreement, Dr. Osting 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

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initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

g. **Tolling of Probationary Period While Out of Compliance:** In the event Dr. Osting 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 periods of noncompliance shall not apply to the reduction of the probationary period.

3. **TERMINATION OF PROBATION:** Upon successful completion of probation, as evidenced by a written release from the Board, Dr. Osting's certificate will be fully restored.

4. **ACKNOWLEDGMENTS / LIABILITY RELEASE:** Dr. Osting 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. Osting hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

5. **PUBLIC RECORD / SOCIAL SECURITY NUMBER:** 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. Osting acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

EFFECTIVE DATE

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

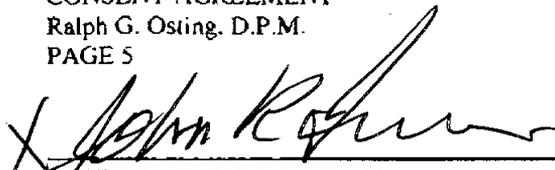
X Ralph Osting DPM 1-12-05
RALPH G. OSTING, D.P.M.

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

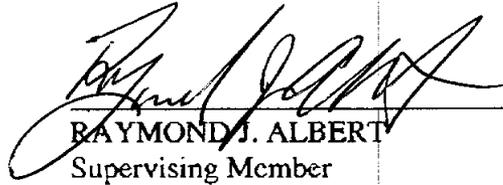
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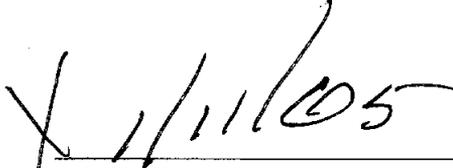
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JOHN R. IRWIN, M.D., Esq.
Attorney for Dr. Osting



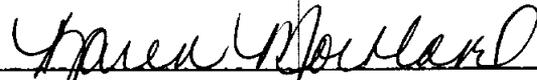
RAYMOND J. ALBERT
Supervising Member



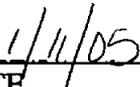
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DATE



KAREN MORTLAND
Enforcement Attorney



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