

STEP II
CONSENT AGREEMENT
BETWEEN
ADAM SAMUEL MARTIN, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO

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

Dr. Martin 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 a violation of Section 4731.22(B)(26), Ohio Revised Code, "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice," and/or Section 4731.22(B)(5), Ohio Revised Code, "[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatry, or a limited branch of medicine; or in securing or attempting to secure any certificate to practice or certificate of registration issued by the board."

Further, the Board is empowered by Section 4731.22(A), Ohio Revised Code, to revoke or refuse to grant a certificate to a person found by the Board to have committed fraud during the administration of the examination for a certificate to practice or to have committed "fraud, misrepresentation, or deception in applying for or securing any certificate to practice or certificate of registration issued by the board."

- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(A), Ohio Revised Code, and Sections 4731.22(B)(5) and (26), Ohio Revised Code, as set forth paragraphs E and F of the Step I Consent Agreement Between Adam Samuel Martin, M.D., and The State Medical Board of Ohio that became effective May 15, 2003, [May 2003 Step I Consent Agreement], a copy of which is attached hereto and incorporated herein, 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. Martin is applying for reinstatement of his training certificate to practice medicine and surgery in the State of Ohio, Training Certificate # 57-006661, which was suspended pursuant to the aforementioned May 2003 Step I Consent Agreement.
- D. Dr. Martin states that he does not hold a training certificate nor is he licensed to practice medicine or surgery in any other state or jurisdiction.
- E. Dr. Martin admits that following a Board-ordered evaluation that commenced on April 23, 2003, at Glenbeigh Hospital, a Board-approved treatment provider in Rock Creek, Ohio, he was admitted to that facility for residential treatment related to his alcohol dependency and marijuana abuse, and was discharged, treatment complete, on May 21, 2003.

Dr. Martin states, and the Board acknowledges receipt of information to support, that since being discharged from Glenbeigh Hospital, he has remained compliant with his recovery plan, including participating in at least three AA meetings per week and submitting to random urine screens on a weekly basis. Dr. Martin states, and the Board acknowledges receipt of information to support, that Dr. Martin has remained compliant with the terms of the advocacy contract he entered into with the Ohio Physicians Effectiveness Program on June 3, 2003, and the aftercare contract he entered into with The Cleveland Clinic Foundation, a Board-approved treatment provider in Cleveland, Ohio, on July 10, 2003. Further, Dr. Martin admits that the aforementioned advocacy and aftercare contracts remain in effect.

Dr. Martin states, and the Board acknowledges, that Gregory Collins, M.D., of The Cleveland Clinic, and Chris Adelman, M.D., of St. Vincent Charity Hospital, Rosary Hall, a Board-approved treatment provider in Cleveland, Ohio, have each provided written reports indicating that Dr. Martin's ability to practice has been assessed and he has been found capable of practicing medicine and surgery according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place.

Accordingly, Dr. Martin states and the Board acknowledges receipt of information to support that Dr. Martin has fulfilled the conditions for reinstatement of his training certificate to practice medicine and surgery in the State of Ohio, as established in the May 2003 Step I Consent Agreement.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, the training certificate of Dr. Martin to practice medicine and surgery in the State of Ohio shall be reinstated, and Dr. Martin knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Martin shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Martin shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the date his quarterly declaration would have been due pursuant to his May 2003 Step I Consent Agreement with the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Martin shall appear in person for an interview before the full Board or its designated representative. The first such appearance shall take place on the date his appearance would have been scheduled pursuant to his May 2003 Step I Consent Agreement with the Board. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.
4. In the event that Dr. Martin should leave Ohio for three continuous months, or reside or practice outside the State, Dr. Martin must notify the Board in writing of the dates of departure and return. Periods of time spent outside Ohio will not apply to the reduction of this period under this Consent Agreement, unless otherwise determined by motion of the Board in instances where the Board can be assured that probationary monitoring is otherwise being performed.
5. In the event Dr. Martin is found by the Secretary of the Board to have failed to comply with any provision of this Consent Agreement, and is so notified of that deficiency in writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under this Consent Agreement.

MONITORING OF REHABILITATION AND TREATMENT

Drug Associated Restrictions

6. Dr. Martin shall keep a log of all controlled substances prescribed. Such log shall be submitted, in the format approved by the Board, thirty days prior to Dr. Martin's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Martin shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Martin shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 8 below) any controlled substances as defined by state or federal law. In the event that the Board agrees at a future date to modify this Consent Agreement to allow Dr. Martin to administer or personally furnish controlled substances, Dr. Martin shall keep a log of all controlled substances prescribed, administered or personally furnished. Such log shall be submitted in the format approved by the Board thirty days prior to Dr. Martin's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Martin shall make his patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board upon request.

Sobriety

8. Dr. Martin shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Martin's history of chemical dependency.
9. Dr. Martin shall abstain completely from the use of alcohol.

Antabuse

10. Dr. Martin shall take Antabuse as directed by his treatment team, but not less than 125 mg. of Antabuse a minimum of three times per week, with observed administration, until at least August 13, 2004, unless a physician affiliated with a Board-approved treatment provider assesses Dr. Martin and notifies the Board in writing that discontinuation of Antabuse treatment is medically warranted. On or after August 13, 2004, Dr. Martin shall submit to an evaluation by a physician affiliated with a Board-approved treatment provider for purposes of determining whether Dr. Martin continues to require Antabuse treatment, and Dr. Martin shall ensure that a written report of the evaluating physician's findings is forwarded to the Board. Upon receipt of this report, the Board shall consider whether to continue or

discontinue this requirement. Any assessments and reports will be at Dr. Martin's expense.

Further, Dr. Martin shall submit acceptable documentary evidence of continuing compliance with this provision, which must be received in the Board's office no later than the due date for Dr. Martin's quarterly declarations.

Drug and Alcohol Screens/Supervising Physician

11. Dr. Martin shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Martin shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. While Dr. Martin remains required by paragraph 10 of the Consent Agreement to continue Antabuse treatment, the random urine screenings shall include testing for the presence of Antabuse. The drug testing panel utilized must be acceptable to the Secretary of the Board.

Within thirty days of the effective date of this Consent Agreement, Dr. Martin shall submit to the Board for its prior approval the name and curriculum vitae of a supervising physician to whom Dr. Martin shall submit the required urine specimens. In approving an individual to serve in this capacity, the Board will give preference to a physician who practices in the same locale as Dr. Martin. Dr. Martin and the supervising physician shall ensure 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, the supervising physician shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Martin shall ensure that the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, as set forth in the materials provided by the Board to the supervising physician, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, whether all urine screens have been negative, and whether the supervising physician remains willing and able to continue in his or her responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, Dr. Martin must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Martin shall further ensure that the previously designated supervising physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

All screening reports and supervising physician reports required under this paragraph

must be received in the Board's offices no later than the due date for Dr. Martin's quarterly declaration. It is Dr. Martin's responsibility to ensure that reports are timely submitted.

12. The Board retains the right to require, and Dr. Martin agrees to submit, blood or urine specimens for analysis at Dr. Martin's expense upon the Board's request and without prior notice. Dr. Martin's refusal to submit a blood or urine specimen upon request of the Board shall result in a minimum of one year of actual license suspension.

Monitoring Physician

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

The monitoring physician shall monitor Dr. Martin and his medical practice, and shall review Dr. Martin's patient charts. The chart review may be done on a random basis, with the frequency and number of charts reviewed to be determined by the Board.

Further, the monitoring physician shall provide the Board with reports on the monitoring of Dr. Martin and his medical practice, and on the review of Dr. Martin's patient charts. Dr. Martin shall ensure that the reports are forwarded to the Board on a quarterly basis and are received in the Board's offices no later than the due date for Dr. Martin's quarterly declaration.

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

While Dr. Martin participates in a residency program accredited by the ACGME, the Board shall accept a quarterly statement from the director of Dr. Martin's residency program addressing Dr. Martin's performance (clinical and otherwise) in the residency program, as well as his progress and status, if timely submitted, as satisfaction of the requirements of this paragraph. Should Dr. Martin desire to utilize this option in lieu of having a monitoring physician while he participates in a

residency program, Dr. Martin shall so notify the Board by providing a writing, signed by both himself and his residency director, to the Board before participating in the residency program. Further, should Dr. Martin cease participation in an accredited residency or should he obtain full medical licensure in Ohio and desire to practice outside his residency, or should his residency director become unable or unwilling to serve, Dr. Martin must immediately so notify the Board in writing and within 30 days make arrangements for a monitoring physician, as discussed above.

All residency director reports required under this paragraph must be received in the Board's offices no later than the due date for Dr. Martin's quarterly declaration. It is Dr. Martin's responsibility to ensure that reports are timely submitted.

Rehabilitation Program

14. Within thirty days of the effective date of this Consent Agreement, Dr. Martin 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 four times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Martin shall submit acceptable documentary evidence of continuing compliance with this program which must be received in the Board's offices no later than the due date for Dr. Martin's quarterly declarations.

Aftercare/Physician Health Program

15. Dr. Martin shall maintain continued compliance with the terms of the aftercare contract entered into with his treatment provider, and with his advocacy contract with the Ohio Physicians Effectiveness Program, or another physician health program approved in advance by the Board, provided that, where terms of the aftercare contract and/or advocacy contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Releases

16. Dr. Martin shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treatment provider to the Board, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for them to fulfill their respective duties and obligations.

Required Reporting by Licensee

17. Within thirty days of the effective date of this Consent Agreement, Dr. Martin 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. Martin 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.

18. Within thirty days of the effective date of this Consent Agreement, Dr. Martin 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. Martin 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. Martin shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Martin 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. Martin has violated any term, condition or limitation of this Consent Agreement, Dr. Martin agrees that the violation, as alleged, also constitutes clear and convincing evidence that his continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

DURATION/MODIFICATION OF TERMS

All subsequent training certificates or other certificates that may be granted by the Board to Dr. Martin shall be subject to the same probationary terms, conditions and limitations, unless otherwise determined by the Board, until Dr. Martin has completed at least a five year probationary period with the Board. Dr. Martin shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Martin 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.

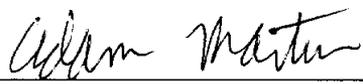
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Martin 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, and may be reported to appropriate organizations, data banks, and governmental bodies. Dr. Martin agrees to provide his social security number to the Board and hereby authorizes the Board to utilize that number in conjunction with that reporting.

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.



ADAM SAMUEL MARTIN, M.D.

8/13/03

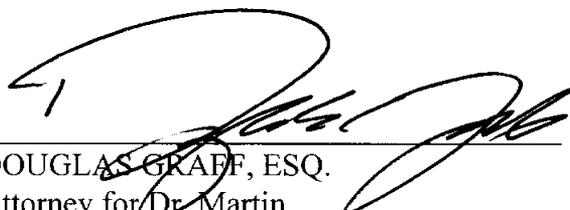
DATE



LANCE A. TALMAGE, M.D.
Secretary

8-13-03

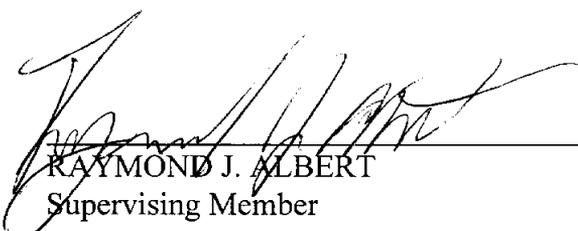
DATE



DOUGLAS GRAFF, ESQ.
Attorney for Dr. Martin

8/13/03

DATE



RAYMOND J. ALBERT
Supervising Member

8/13/03

DATE


REBECCA J. MARSHALL, ESQ.
Enforcement Coordinator

08/13/03
DATE

STATE MEDICAL BOARD
OF OHIO

2003 MAY 13 A 10:51

**STEP I
CONSENT AGREEMENT
BETWEEN
ADAM SAMUEL MARTIN, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Martin 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 a violation of Section 4731.22(B)(26), Ohio Revised Code, "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice," and/or Section 4731.22(B)(5), Ohio Revised Code, "[m]aking a false, fraudulent, deceptive, or misleading statement in the solicitation of or advertising for patients; in relation to the practice of medicine and surgery, osteopathic medicine and surgery, podiatry, or a limited branch of medicine; or in securing or attempting to secure any certificate to practice or certificate of registration issued by the board."

Further, the Board is empowered by Section 4731.22(A), Ohio Revised Code, to revoke or refuse to grant a certificate to a person found by the Board to have committed fraud during the administration of the examination for a certificate to practice or to have committed "fraud, misrepresentation, or deception in applying for or securing any certificate to practice or certificate of registration issued by the board."

- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph E below, and Sections 4731.22(A) and 4731.22(B)(5), Ohio Revised Code, as set forth in Paragraph F 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. Martin holds a training certificate to practice medicine and surgery in the State of Ohio, Training Certificate # 57-006661.
- D. Dr. Martin states that he does not hold a training certificate nor is he licensed to practice medicine or surgery in any other state or jurisdiction.
- E. Dr. Martin admits that on April 23, 2003, pursuant to Board order, he entered Glenbeigh Hospital, a Board-approved treatment provider in Rock Creek, Ohio, for the purpose of undergoing a three-day inpatient evaluation for determining whether he is in violation of Section 4731.22(B)(26), Ohio Revised Code. Dr. Martin further admits that as a result of this evaluation, he was diagnosed with alcohol dependence and marijuana abuse, and that inpatient level of care was recommended. Dr. Martin further admits that he immediately thereafter entered residential treatment at Glenbeigh Hospital, and that such treatment remains ongoing at this time. Dr. Martin further admits that his drugs of choice are alcohol and marijuana; that he began abusing alcohol and marijuana at approximately age 13; and that the frequency of his use progressively increased to almost daily use in recent years. Dr. Martin further admits that he has been convicted of multiple alcohol-related misdemeanor offenses in the State of Kentucky since 1995, including Public Intoxication and Driving Under the Influence.
- F. Dr. Martin admits that although he disclosed information related to the aforementioned alcohol-related misdemeanor convictions when completing his Application For Training Certificate, he falsely provided a negative answer to Question 24 that asked, "Do you use chemical substance(s) which in any way impair or limit your ability to practice medicine with reasonable skill and safety?" when, in fact, he was at that time impaired due to his alcohol and marijuana dependency. Dr. Martin further admits when completing his Application For Training Certificate, he also falsely provided a negative answer to Question 25 that asked, "Are you currently engaged in the illegal use of controlled substances?" when, in fact, he was at that time engaged in the illegal use of marijuana.

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

SUSPENSION OF TRAINING CERTIFICATE

1. The training certificate of Dr. Martin to practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 90 days. During such suspension period, Dr. Martin shall be ineligible to receive or hold any other certificate issued by the Board.

Sobriety

2. Dr. Martin shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Martin's history of chemical dependency.
3. Dr. Martin shall abstain completely from the use of alcohol.

Releases: Quarterly Declarations and Appearances

4. Dr. Martin 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. Martin'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. 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. Martin 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.
5. Dr. Martin 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, provided that if the effective

date is on or after the sixteenth day of the month, the first quarterly declaration must be received in the Board's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.

6. Dr. Martin 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; Supervising Physician

7. Dr. Martin shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the Board. Dr. Martin 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.

Within thirty days of the effective date of this Consent Agreement, Dr. Martin shall submit to the Board for its prior approval the name of a supervising physician to whom Dr. Martin shall submit the required urine specimens. In approving an individual to serve in this capacity, the Board will give preference to a physician who practices in the same locale as Dr. Martin. Dr. Martin and the supervising physician shall ensure 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, the supervising physician shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Martin shall ensure that the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, as set forth in the materials provided by the Board to the supervising physician, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, whether all urine screens have been negative, and whether the supervising physician remains willing and able to continue in his or her responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, Dr. Martin must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Martin shall further ensure that the previously designated supervising physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

All screening reports and supervising physician reports required under this paragraph must be received in the Board's offices no later than the due date for Dr. Martin's quarterly declaration. It is Dr. Martin's responsibility to ensure that reports are timely submitted.

Rehabilitation Program

8. Within thirty days of the effective date of this Consent Agreement, Dr. Martin 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. Martin shall submit acceptable documentary evidence of continuing compliance with this program which must be received in the Board's offices no later than the due date for Dr. Martin's quarterly declarations.

CONDITIONS FOR CONSIDERATION FOR RENEWAL / ISSUANCE OF CERTIFICATE

9. The Board shall not consider reinstatement or renewal of Dr. Martin's training certificate to practice medicine and surgery or issuance of any other certificate to Dr. Martin until all of the following conditions are met:
 - a. Dr. Martin shall submit an application for reinstatement or renewal of his training certificate or an application for issuance of another certificate by the Board, as appropriate, accompanied by appropriate fees, if any.
 - b. Dr. Martin 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 such a 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. Martin has successfully completed any required inpatient treatment.
 - ii. Evidence of continuing full compliance with 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. Martin'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 based upon examinations occurring within the ninety days immediately preceding any application for reinstatement or renewal of Dr. Martin's training certificate to practice medicine and surgery or issuance of any other certificate to Dr. Martin pursuant to Paragraph 9.a. above, and shall be made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or have been approved in advance by the Board, each of whom shall conduct an examination of Dr. Martin regarding his chemical dependency status. Prior to the examination, Dr. Martin shall provide the physicians with copies of patient records from any evaluations and/or treatment that he has received, a copy of this Consent Agreement, and any other information that he or the Board deems may be appropriate or helpful to the evaluating physician. The reports from the evaluating physicians shall include the physician's diagnosis and conclusions; any recommendations for care, counseling, and treatment for the chemical dependence; any conditions, restrictions, or limitations that should be imposed on Dr. Martin's practice; and the basis for the physician's determinations.
- c. Dr. Martin shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board or, if the Board and Dr. Martin are unable to agree on the terms of a written Consent Agreement, then Dr. Martin 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.

Further, upon reinstatement or renewal of Dr. Martin's training certificate to practice medicine and surgery in this state, or issuance of any other certificate to Dr. Martin by the Board, 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 renewal of his training certificate or issuance of another license by this Board to him, 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. Martin 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. Martin has maintained sobriety.

10. In the event that Dr. Martin 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

or renewal of his training certificate or issuance of another license by the Board, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Martin's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

11. Within thirty days of the effective date of this Consent Agreement, Dr. Martin 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. Martin 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 reinstatement of any professional license. Further, Dr. Martin shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
12. Within thirty days of the effective date of this Consent Agreement, Dr. Martin 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. Martin 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.

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Martin 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. Martin 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. Martin 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, and may be reported to appropriate organizations, data banks, and governmental bodies. Dr. Martin agrees to provide his social security number to the Board and hereby authorizes the Board to utilize that number in conjunction with that reporting.

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.

Adam Martin
ADAM SAMUEL MARTIN, M.D.

Anand G. Garg
ANAND G. GARG, M.D.
Secretary

5/12/03
DATE

5/15/03
DATE

Douglas Graff
DOUGLAS GRAFF, ESQ.
Attorney for Dr. Martin

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

5/13/03
DATE

5/15/03
DATE

Rebecca J. Marshall
REBECCA J. MARSHALL, ESQ.
Enforcement Coordinator

05/13/03
DATE