STATE MEDICAL BOARD
OF OHIO
2005 JUN 26 A 11:47

STEP II
CONSENT AGREEMENT
BETWEEN
STEPHEN ROBERT GIORDANO, D.O.,
AND
THE STATE MEDICAL BOARD OF OHIO

This Consent Agreement is entered into by and between Stephen Robert Giordano, D.O., and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Giordano 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 to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate by 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." and by Section 4731.22(B)(10), Ohio Revised Code, for "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed."

B. The Board enters into this Step II Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraphs E, F and G of the April 2005 Step I Consent Agreement and based upon the allegations set forth in the Notice of Summary Suspension and Opportunity for Hearing [Notice] issued by the Board on October 13, 2004, and in lieu of formal proceedings based upon the violation(s) of Section 4731.22(B)(10), Ohio Revised Code, to wit: Section 2925.23, Ohio Revised Code, Illegal Processing of Drug Documents; Section 2913.02(B)(6), Ohio Revised Code, Theft of Drugs, to wit: fentanyl; and/or Section 2913.42(B)(4), Ohio Revised Code, Tampering with Records, as set forth in Paragraph F of the April 2005 Step I Consent Agreement, 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.

Such express reservation includes, but is not limited to, the right to institute formal proceedings based upon any violations related to patient care or otherwise involving patients, regardless of whether the acts underlying such additional violations are related to the violations of Sections 4731.22(B)(26) and/or 4731.22(B)(10), Ohio Revised Code, as set forth April 2005 Step I Consent Agreement.

A copy of the April 2005 Step I Consent Agreement between Dr. Giordano and the Board is attached hereto and fully incorporated herein.

C. Dr. Giordano is applying for the reinstatement of his training certificate to practice osteopathic medicine and surgery in the State of Ohio, License # 58-001345, which is currently suspended pursuant to the terms of the above-referenced April 2005 Step I Consent Agreement.

D. Dr. Giordano states that he held a physician training certificate in Pennsylvania but that said physician training certificate has lapsed. Dr. Giordano states that he does not hold a training certificate in any other state or jurisdiction and that he is not licensed to practice osteopathic medicine or surgery in any other state or jurisdiction.

E. Dr. Giordano admits that, on or about September 15, 2004, he entered treatment for chemical dependence at The Cleveland Clinic, a Board-approved treatment provider in Cleveland, Ohio, for residential treatment for chemical dependence. Dr. Giordano further states, and the Board acknowledges receipt of information to support, that he remained in residential or inpatient treatment at The Cleveland Clinic until discharged, treatment complete, on or about October 14, 2004.

G. Dr. Giordano states, and the Board acknowledges receipt of information to support, that, on or about October 14, 2004, Dr. Giordano entered into an aftercare contract, entitled "Treatment and Recovery Contract," with The Cleveland Clinic. Dr. Giordano further states, and the Board acknowledges receipt of information to support, that said aftercare contract remains in effect to date, and that he has remained compliant with the terms of said aftercare contract.

H. Dr. Giordano states, and the Board acknowledges, that Gregory B. Collins, M.D., of The Cleveland Clinic, has provided a written report indicating that Dr. Giordano's ability to practice has been assessed and that he has been found capable of practicing osteopathic medicine and surgery, pursuant to a training certificate, according to acceptable and prevailing standards of care, as long as certain treatment and monitoring requirements are in place, including that Dr. Giordano continue with Naltrexone treatment.

I. Dr. Giordano states, and the Board acknowledges, that Robert A. Liebelt, M.D., of St. Thomas Hospital/Summa Health System, a Board-approved treatment provider in

Akron, Ohio, has provided a written report indicating that Dr. Giordano's ability to practice has been assessed and that he has been found capable of practicing osteopathic medicine and surgery, pursuant to a training certificate, according to acceptable and prevailing standards of care.

J. Dr. Giordano states, and the Board acknowledges, that Victoria L. Sanelli, M.D., an Akron, Ohio, psychiatrist approved by the Board to provide psychiatric evaluations, has provided a written report indicating that Dr. Giordano's ability to practice has been assessed and that he has been found capable of practicing osteopathic medicine and surgery, pursuant to a training certificate, according to acceptable and prevailing standards of care, without the need for psychiatric treatment and without restrictions related to a psychiatric condition.

K. Dr. Giordano states, and the Board acknowledges receipt of information to support, that Dr. Giordano has been accepted into a residency or other training program in a specialty other than anesthesiology, to wit: an internal medicine residency or training program at St. John West Shore Hospital in Westlake, Ohio.

L. Dr. Giordano states, and the Board acknowledges receipt of information to support, that Dr. Giordano has fulfilled the conditions for reinstatement of his training certificate to practice osteopathic medicine and surgery in the State of Ohio, as established in the above-referenced April 2005 Step I Consent Agreement between Dr. Giordano and the Board.

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

1. Dr. Giordano shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.

2. Dr. Giordano 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 April 2005 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. Giordano 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 April 2005 Step I Consent Agreement with the Board. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.

4. Dr. Giordano 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.

5. In the event Dr. Giordano 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. Giordano 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. Giordano's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Giordano shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.

7. Dr. Giordano 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. Giordano to administer or personally furnish controlled substances, Dr. Giordano 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. Giordano's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Giordano 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. Giordano 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. Giordano's history of chemical dependency.

9. Dr. Giordano shall abstain completely from the use of alcohol.

10. Dr. Giordano shall maintain his treatment with Naltrexone as directed by his treatment team. Further, Dr. Giordano shall submit acceptable documentary evidence of continuing compliance with this provision which must be received in the Board's offices no later than the due date for Dr. Giordano's quarterly declarations.

    Following the first year of this consent agreement, Dr. Giordano may request modification of this provision so long as his request is accompanied by written documentation from a physician affiliated with a Board-approved treatment provider indicating that such physician has assessed Dr. Giordano for purposes of determining whether Dr. Giordano continues to require Naltrexone treatment and that, based upon such assessment, the physician supports Dr. Giordano's request to modify or discontinue his Naltrexone treatment. Otherwise, Dr. Giordano shall make no request for modification of this provision unless the request is accompanied by written documentation from his treating physician and a physician affiliated with a Board-approved treatment provider indicating that such physicians have assessed Dr. Giordano and determined that discontinuation of Naltrexone treatment is medically warranted due to resultant negative health consequences. Any assessments and written documentation will be at Dr. Giordano's expense.

Drug and Alcohol Screens/Supervising Physician

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

    Dr. Giordano shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

    Within thirty days of the effective date of this Consent Agreement, Dr. Giordano shall submit to the Board for its prior approval the name and curriculum vitae of a supervising physician to whom Dr. Giordano 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. Giordano. Dr. Giordano 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.

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

Dr. Giordano 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. Giordano must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Giordano 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. Giordano's quarterly declaration. It is Dr. Giordano's responsibility to ensure that reports are timely submitted.

12. The Board retains the right to require, and Dr. Giordano agrees to submit, blood or urine specimens for analysis at Dr. Giordano's expense upon the Board's request and without prior notice. Dr. Giordano'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. Giordano 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. Giordano and who is engaged in the same or similar practice specialty.

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

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Giordano must immediately so notify the Board in writing. In addition, Dr. Giordano 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. Giordano 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. Giordano participates in a residency program accredited by the ACGME or the AOA/ACOI, the Board shall accept, as satisfaction of the requirements of this paragraph, a quarterly statement, if timely submitted, from the director of Dr. Giordano's residency program addressing Dr. Giordano's performance (clinical and otherwise) in the residency program, as well as his progress and status. Should Dr. Giordano desire to utilize this option in lieu of having a monitoring physician while he participates in a residency program, Dr. Giordano shall so notify the Board by providing a writing, signed by both himself and his residency director, to the Board within thirty days of the effective date of this Consent Agreement. Further, should Dr. Giordano cease participation in an accredited residency or should he obtain full osteopathic medical licensure in Ohio and desire to practice outside his residency, or should his residency director become unable or unwilling to serve, Dr. Giordano must immediately so notify the Board in writing and, within thirty days, make arrangements, acceptable to the Board, for another monitoring physician. All residency director reports required under this paragraph must be received in the Board's offices no later than the due date for Dr. Giordano's quarterly declaration. It is Dr. Giordano's responsibility to ensure that reports are timely submitted.

Practice Plan / Employment Restriction

14. As noted in Paragraph K above, Dr. Giordano has been accepted into a residency or other training program in a specialty other than anesthesiology, to wit: an internal medicine residency or training program at St. John West Shore Hospital in Westlake, Ohio. Dr. Giordano shall obtain prior approval of the Board for any change in his residency or for any other training program, and he shall abide by the requirement, as set forth in his April 2005 Step I Consent Agreement, that the residency or other training program shall be in a specialty other than anesthesiology.

15. Should Dr. Giordano obtain full osteopathic medical licensure in Ohio and desire to practice outside his previously approved residency program, he shall obtain the approval of the Board for any osteopathic medical practice or for any employment related to the health care fields. Dr. Giordano shall not engage in the practice of osteopathic medicine, other than continuation of his previously approved residency or other training program, unless and until such time that he obtains a license to practice osteopathic medicine and surgery in the State of Ohio and the Board has approved a practice plan, which shall, at all times during the duration of this Consent Agreement, ensure that Dr. Giordano's practice of osteopathic medicine shall be in a specialty other than anesthesiology; and thereafter, Dr. Giordano's practice of osteopathic medicine shall be only in accordance with such practice plan. The Board shall consider, among other factors, the adequacy and continuity of supervision, which will ensure the protection of the public, prior to approval or disapproval of the proposed employment. Further, should Dr. Giordano desire modification to any previously approved practice plan(s), he shall submit to the Board a revised practice plan, which practice plan shall, at all times during the duration of this Consent Agreement, ensure that Dr. Giordano's practice of osteopathic medicine shall be in a specialty other than anesthesiology, and he shall obtain the prior approval of the Board before making any modification to a previously approved practice plan.

Rehabilitation Program

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

Aftercare

17. Dr. Giordano shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.

18. Dr. Giordano shall maintain continued compliance with the terms of the aftercare contract entered into with his treatment provider, provided that, where terms of the aftercare contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Releases

19. Dr. Giordano 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

20. Within thirty days of the effective date of this Consent Agreement, Dr. Giordano 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. Giordano 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.

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

22. Dr. Giordano shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Giordano chemical dependency treatment or monitoring.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Giordano 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. Giordano has violated any term, condition or limitation of this Consent Agreement, Dr. Giordano 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. Giordano shall be subject to the same probationary terms, conditions and limitations, unless otherwise determined by the Board, until Dr. Giordano has completed at least a five year probationary period with the Board. Dr. Giordano shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Giordano 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. Giordano 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. Giordano 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. Giordano 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.

STEPHEN ROBERT GIORDANO, D.O.

6/6/05
DATE

ELIZABETH Y. COLLIS
Attorney for Dr. Giordano

6/6/05
DATE

LANCE A. TALMAGE, M.D.
Secretary

6-8-05
DATE

RAYMOND J. ALBERT
Supervising Member

6/8/05
DATE

KATHLEEN S. PETERSON
Enforcement Attorney

6/6/05
DATE

STEP I
CONSENT AGREEMENT
BETWEEN
STEPHEN ROBERT GIORDANO, D.O.,
AND
THE STATE MEDICAL BOARD OF OHIO

This Consent Agreement is entered into by and between Stephen Robert Giordano, D.O., and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Giordano 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 to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate by 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" and by Section 4731.22(B)(10), Ohio Revised Code, for "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed."

B. The Board enters into this Consent Agreement in lieu of further formal proceedings based upon the allegations set forth in the Notice of Summary Suspension and Opportunity for Hearing [Notice] issued by the Board on October 13, 2004, attached hereto as Exhibit A and incorporated by this reference, and in lieu of formal proceedings based upon the violation(s) of Ohio Revised Code Section 4731.22(B)(10), to wit: Section 2925.23, Ohio Revised Code, Illegal Processing of Drug Documents; Section 2913.02(B)(6), Ohio Revised Code, Theft of Drugs, to wit: Fentanyl; and/or Section 2913.42(B)(4), Ohio Revised Code, Tampering with Records, 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.

Such express reservation includes, but is not limited to, the right to institute formal proceedings based upon any violations related to patient care or otherwise involving

patients, regardless of whether the acts underlying such additional violations are related to the violations of Sections 4731.22(B)(26) and/or 4731.22(B)(10), Ohio Revised Code, as set forth below.

C. Dr. Giordano holds a training certificate to practice osteopathic medicine and surgery in the State of Ohio, License # 58-001345.

D. Dr. Giordano states that he held a physician training certificate in Pennsylvania but that physician training certificate has lapsed. He further states that he is not licensed to practice osteopathic medicine or surgery in any other state or jurisdiction.

E. Dr. Giordano admits that on or about April 29, 2004, while providing anesthetic care to a patient as part of his anesthesiology residency, he was discovered attempting to self-administer medication that he falsely stated was Ondansetron [Zofran], which he had taken from the Metrohealth Medical Center's Pyxis machine. Dr. Giordano further admits that, as a result of the April 29, 2004 incident, he was referred by his residency program to the Alcohol and Drug Recovery Center at The Cleveland Clinic, a Board-approved treatment provider, for a chemical dependency evaluation conducted by Gregory B. Collins, M.D. Dr. Giordano admits that, at the evaluation, he falsely reported prior instances of injecting Zofran for self-treatment of severe anxiety and some recent use of non-prescribed Xanax and Ambien, which he obtained from friends and from the Metrohealth Medical Center. Dr. Giordano further admits that, at the evaluation, he denied any significant alcohol or drug abuse or dependence. Dr. Giordano admits that, as a result of the evaluation, Dr. Collins determined that Dr. Giordano did not meet criteria for substance dependence on any controlled drug. Dr. Giordano admits, however, that he entered into a Treatment and Recovery Contract with The Cleveland Clinic on or about May 24, 2004.

F. Dr. Giordano admits that, from on or about May of 2004 until September 15, 2004, he obtained Fentanyl for self-use from his place of employment, the Metrohealth Medical Center, by accessing the Pyxis drug dispensing machine. Dr. Giordano admits that he diverted the controlled substances by using both real and fictitious patient names to access the Pyxis drug dispensing machine. Dr. Giordano further admits he would self-inject up to 1 mg. of Fentanyl, three to four times per day, during his anesthesiology residency shift. Dr. Giordano states that, on September 15, 2004, he was confronted by members of the Metrohealth Medical Staff Health Committee regarding unusual controlled substance records and/or theft of controlled substances.

G. Dr. Giordano admits that, on or about September 15, 2004, he entered treatment for chemical dependence at The Cleveland Clinic. Dr. Giordano admits that, upon his September 2004 admission to The Cleveland Clinic, he was determined to be drug dependent and impaired in his ability to practice according to acceptable and prevailing standards of care due to the habitual or excessive use or abuse of Fentanyl. Dr. Giordano admits that he advised Dr. Collins at this time that he fabricated the

information he had previously provided concerning his self-administering Ondansetron [Zofran] to conceal his misuse of Fentanyl. Dr. Giordano further admits that Dr. Collins recommended 28 days of inpatient or residential level of care. Dr. Giordano admits that he began inpatient treatment at The Cleveland Clinic on or about September 15, 2004, that his drug of choice is Fentanyl, and that he has not previously had any treatment, inpatient or outpatient, for chemical dependence.

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

TERMINATION OF SUMMARY SUSPENSION ORDER; SUSPENSION OF CERTIFICATE

1. The Summary Suspension Order of October 13, 2004, is hereby TERMINATED, and the training certificate of Dr. Giordano to practice osteopathic medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time. During such suspension period, Dr. Giordano shall be ineligible to receive or hold any other certificate issued by the Board.

Sobriety

2. Dr. Giordano 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. Giordano's history of chemical dependency.

3. Dr. Giordano shall abstain completely from the use of alcohol.

Releases; Quarterly Declarations and Appearances

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

   Dr. Giordano shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

   Within thirty days of the effective date of this Consent Agreement, Dr. Giordano shall submit to the Board for its prior approval the name of a supervising physician to whom Dr. Giordano 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. Giordano. Dr. Giordano 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. Giordano 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. Giordano must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Giordano 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. Giordano's quarterly declaration. It is Dr. Giordano's responsibility to ensure that reports are timely submitted.

Rehabilitation Program

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

CONDITIONS FOR REINSTATEMENT

9. The Board shall not consider reinstatement or renewal of Dr. Giordano's training certificate to practice osteopathic medicine and surgery or the issuance of any other certificate until all of the following conditions are met:

   a. Dr. Giordano shall submit an application for reinstatement or renewal of his training certificate or submit an application for issuance of another certificate by the Board, as appropriate, accompanied by appropriate fees, if any.

   b. Dr. Giordano 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. Giordano has successfully completed any required inpatient treatment, including at least twenty-eight days of in-

patient or residential treatment for chemical dependence, as set forth in Rules 4731-16-02(B)(4)(a) and 4731-16-08(A)(13), Ohio Administrative Code.

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. Three written reports indicating that Dr. Giordano's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care.

Two 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. Giordano. Prior to the assessments, Dr. Giordano 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. Giordano, and any conditions, restrictions, or limitations that should be imposed on Dr. Giordano's practice. The reports shall also describe the basis for the evaluator's determinations.

One report shall be made by a psychiatrist, approved in advance by the Board, who shall conduct a psychiatric examination of Dr. Giordano. Prior to the examination, Dr. Giordano shall provide the psychiatrist with copies of patient records from any prior evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The report from the evaluating psychiatrist shall include the psychiatrist's diagnoses and conclusions; any recommendations for care, counseling, and treatment for the psychiatric diagnoses; any conditions, restrictions, or limitations that should be imposed on Dr. Giordano's practice; and the basis for the psychiatrist'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.

c. Dr. Giordano shall enter into a written consent agreement, which shall contain probationary terms, conditions and limitations as determined by the Board, and which shall include, as part of the above-referenced probationary terms, conditions and limitations, a requirement that Dr. Giordano shall obtain approval of the Board for any residency or other training program, medical practice or employment related to the health care fields, and a requirement that the residency or other training program, medical practice or employment related to the health care fields shall be in a specialty other than anesthesiology. If the Board and Dr. Giordano are unable to agree on the terms of a written Consent Agreement, then Dr. Giordano 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. Giordano's training certificate to practice osteopathic medicine and surgery in this state or upon the issuance of any other certificate to Dr. Giordano 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 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. Giordano 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. Giordano has maintained sobriety.

10. In the event that Dr. Giordano has not been engaged in the active practice of osteopathic 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. Giordano's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

11. Within thirty days of the effective date of this Consent Agreement, Dr. Giordano 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. Giordano 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. Giordano 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. Giordano 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. Giordano 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. Giordano 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. Giordano 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. Giordano 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. Giordano 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.

STEPHEN ROBERT GIORDANO, D.O.

4/11/05
DATE

ELIZABETH Y. COLLIS
Attorney for Dr. Giordano

4/11/05
DATE

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

4/14/05
DATE

RAYMOND J. ALBERT
Supervising Member

4/15/05 TAD per phone auth.
DATE

REBECCA J. ALBERS
Senior Assistant Attorney General

4/13/05
DATE

State Medical Board of Ohio

77 S. High St., 17th Floor • Columbus, OH 43215-6127 • (614) 466-3934 • Website: www.med.ohio.gov

October 13, 2004

Stephen Robert Giordano, D.O.
c/o Metrohealth Med Center- Res Support
2500 Metrohealth Drive
Cleveland, OH 44109

Dear Doctor Giordano:

Enclosed please find certified copies of the Entry of Order, the Notice of Summary Suspension and Opportunity for Hearing, and an excerpt of the Minutes of the State Medical Board, meeting in regular session on October 13, 2004, including a Motion adopting the Order of Summary Suspension and issuing the Notice of Summary Suspension and Opportunity for Hearing.

You are advised that continued practice after receipt of this Order shall be considered practicing without a certificate, in violation of Section 4731.43, Ohio Revised Code.

Pursuant to Chapter 119, Ohio Revised Code, you are hereby advised that you are entitled to a hearing on the matters set forth in the Notice of Summary Suspension and Opportunity for Hearing. If you wish to request such hearing, that request must be made in writing and be received in the offices of the State Medical Board within thirty days of the time of mailing of this notice. Further information concerning such hearing is contained within the Notice of Summary Suspension and Opportunity for Hearing.

THE STATE MEDICAL BOARD OF OHIO

Lance A. Talmage, M.D., Secretary

LAT:blt
Enclosures

Mailed 10-14-04

Rev. 2/3/04

CERTIFICATION

I hereby certify that the attached copies of the Entry of Order of the State Medical Board of Ohio and the Motion by the State Medical Board, meeting in regular session on October 13, 2004, to Adopt the Order of Summary Suspension and to Issue the Notice of Summary Suspension and Opportunity for Hearing, constitute true and complete copies of the Motion and Order as they appear in the Journal of the State Medical Board of Ohio.

This certification is made under the authority of the State Medical Board of Ohio and in its behalf.

Lance A. Talmage, M.D., Secretary

(SEAL)

October 13, 2004
Date

BEFORE THE STATE MEDICAL BOARD OF OHIO

IN THE MATTER OF :

:

STEPHEN ROBERT GIORDANO, D.O.

:

ENTRY OF ORDER

This matter came on for consideration before the State Medical Board of Ohio the 13th day of October, 2004.

Pursuant to Section 4731.22(G), Ohio Revised Code, and upon recommendation of Lance A. Talmage, M.D., Secretary, and Raymond J. Albert, Supervising Member; and

Pursuant to their determination that there is clear and convincing evidence that Stephen Robert Giordano, D.O., has violated Section 4731.22(B)(26), Ohio Revised Code, as alleged in the Notice of Summary Suspension and Opportunity for Hearing which is enclosed herewith and fully incorporated herein, which determination is based upon review of information received pursuant to an investigation; and

Pursuant to their further determination that Dr. Giordano's continued practice presents a danger of immediate and serious harm to the public;

The following Order is hereby entered on the Journal of the State Medical Board of Ohio for the 13th day of October, 2004;

It is hereby ORDERED that the training certificate of Stephen Robert Giordano, D.O., to practice osteopathic medicine or surgery in the State of Ohio be summarily suspended.

This Order shall become effective immediately.

Lance A. Talmage, M.D., Secretary

(SEAL)

October 13, 2004
Date

State Medical Board of Ohio

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EXCERPT FROM THE DRAFT MINUTES OF OCTOBER 13, 2004

STEPHEN ROBERT GIORDANO, D.O. ORDER OF SUMMARY SUSPENSION AND NOTICE OF OPPORTUNITY FOR HEARING

At this time the Board read and considered the proposed Order of Summary Suspension and Notice of Opportunity For Hearing in the above matter, a copy of which shall be maintained in the exhibits section of this Journal.

DR. BHATI MOVED TO APPROVE THE ORDER OF SUMMARY SUSPENSION AND TO SEND THE NOTICE OF OPPORTUNITY FOR HEARING TO DR. GIORDANO. DR. ROBBINS SECONDED THE MOTION. A vote was taken:

Vote:		
	Dr. Egner	- aye
	Dr. Bhati	- aye
	Dr. Buchan	- aye
	Dr. Kumar	- aye
	Dr. Davidson	- aye
	Dr. Robbins	- aye
	Dr. Garg	- abstain
	Ms. Sloan	- aye

The motion carried.

State Medical Board of Ohio

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NOTICE OF SUMMARY SUSPENSION
AND
OPPORTUNITY FOR HEARING

October 13, 2004

Stephen Robert Giordano, D.O.
c/o Metrohealth Med Center- Res Support
2500 Metrohealth Drive
Cleveland, OH 44109

Dear Doctor Giordano:

Notice of Summary Suspension

The Secretary and the Supervising Member of the State Medical Board of Ohio [Board] have determined that there is clear and convincing evidence that you have violated Section 4731.22(B)(26), Ohio Revised Code, and have further determined that your continued practice presents a danger of immediate and serious harm to the public. Such determinations were made upon review of information received pursuant to an investigation, including the following information:

(1) You hold a training certificate to practice osteopathic medicine or surgery in the State of Ohio, and as such are authorized by the Board to perform such acts as may be prescribed by or incidental to your internship, residency or clinical fellowship program. You are currently in an anesthesiology residency program.

(2) On or about April 29, 2004, while providing anesthetic care to a patient as part of your anesthesiology residency, you were discovered attempting to self-administer ondansetron [Zofran], which you had taken from the Metrohealth Medical Center's Pyxis machine. You admitted to removing one vial of IV Zofran from the Metrohealth Medical Center's Pyxis machine with the intent to self-administer the substance for the treatment of anxiety and panic. As a result, you were referred for an evaluation at The Cleveland Clinic, a Board approved treatment provider. By letter dated May 24, 2004, Gregory B. Collins, M.D., Section Head of the Alcohol and Drug Recovery Center at The Cleveland Clinic, advised the Board that you had received a comprehensive assessment and that you did not meet "criteria for substance dependence on any controlled drug." Dr. Collins noted that you reported prior instances of injecting Zofran for self-

treatment of extremely severe anxiety and that you admitted to some recent use of non-prescribed Xanax and Ambien, which you obtained from friends and from the Metrohealth Medical Center. Dr. Collins further noted that you vigorously denied any problem with substance abuse or dependence and concluded that you suffered from severe anxiety and panic disorder, which caused you to divert medicine for self-treatment. Although Dr. Collins concluded that you were not substance dependent on any controlled drug, he felt it would be prudent, in view of your risk of exposure in an anesthesia training program, to authorize drug monitoring with random toxicology screens on a weekly basis for a period of two years.

(3) On or about September 29, 2004, you reported that you had entered treatment for chemical dependence, on or about September 15, 2004, at The Cleveland Clinic. You admitted that you are dependent on fentanyl and that you obtained the fentanyl for self-use from your place of employment, by accessing the Pyxis drug dispensing machine and by "using waste." You diverted the controlled substances by using both real and fictitious patient names to access the Pyxis drug dispensing machine. By letter dated September 30, 2004, Dr. Collins notified the Board that you had been readmitted to The Cleveland Clinic, on referral from your hospital, for twenty-eight days of residential treatment for chemical dependence. Dr. Collins noted that you admitted to diversion of and dependency on intravenous fentanyl. Dr. Collins concluded at this time that you are addicted to and dependent on fentanyl, that you needed residential treatment and that, upon completion of inpatient treatment, you would be recommended for an aftercare program and required to enter into an aftercare treatment contract.

(4) Rule 4731-16-01(A), Ohio Administrative Code, defines impairment as an inability 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, as well as the inability to practice in accordance with such standards without appropriate treatment, monitoring or supervision. Although, pursuant to the recommendation of Dr. Collins, you have entered residential treatment for the habitual or excessive use or abuse of fentanyl, you have not completed the recommended/required treatment and have not entered into an aftercare contract with a Board-approved treatment provider. In addition, the Board has not received information that you have been determined to be capable of practicing in accordance with acceptable and prevailing standards of care.

(5) Section 4731.22(B)(26), Ohio Revised Code, provides that if the Board determines that an individual's ability to practice is impaired, the Board shall suspend the individual's certificate and shall require the individual, as a condition for continued, reinstated, or renewed certification to practice, to

submit to treatment and, before being eligible to apply for reinstatement, to demonstrate to the Board the ability to resume practice in compliance with acceptable and prevailing standards of care, including completing required treatment, providing evidence of compliance with an aftercare contract or written consent agreement, and providing written reports indicating that the individual's ability to practice has been assessed by individuals or providers approved by the Board and that the individual has been found capable of practicing according to acceptable and prevailing standards of care.

Further, Rule 4731-16-02(B)(3), Ohio Administrative Code, provides that if an examination discloses impairment, or if the Board has other reliable, substantial and probative evidence demonstrating impairment, the Board shall initiate proceedings to suspend the licensee, and may issue an order of summary suspension as provided in Section 4731.22(G), Ohio Revised Code.

Therefore, pursuant to Section 4731.22(G), Ohio Revised Code, and upon recommendation of Lance A. Talmage, M.D., Secretary, and Raymond J. Albert, Supervising Member, you are hereby notified that, as set forth in the attached Entry of Order, your training certificate to practice osteopathic medicine or surgery in the State of Ohio is summarily suspended.

Notice of Opportunity for Hearing

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

(A) On or about September 29, 2004, you reported that you had entered treatment for chemical dependence, on or about September 15, 2004, at The Cleveland Clinic, a Board-approved treatment provider. You admitted that you are dependent on fentanyl and that you obtained the fentanyl for self-use from your place of employment, by accessing the Pyxis drug dispensing machine and by "using waste." You diverted the controlled substances by using both real and fictitious patient names to access the Pyxis drug dispensing machine. By letter dated September 30, 2004, Gregory B. Collins, M.D., Section Head of the Alcohol and Drug Recovery Center at The Cleveland Clinic, notified the Board that you had been readmitted to The Cleveland Clinic, on referral from your hospital, for twenty-eight days of residential treatment for chemical dependence. Dr. Collins noted that you admitted to diversion of and dependency on intravenous fentanyl.

Dr. Collins concluded at this time that you are addicted to and dependent on fentanyl, that you needed residential treatment and that, upon completion of inpatient treatment, you would be recommended for an aftercare program and required to enter into an aftercare contract.

Your acts, conduct, and/or omissions as alleged in paragraph (A) above, individually and/or collectively, constitute "[i]mpairment 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," as that clause is used in Section 4731.22(B)(26), Ohio Revised Code.

Further, your acts, conduct, and/or omissions as alleged in paragraph (A) above, individually and/or collectively, constitute "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed," as that clause is used in Section 4731.22(B)(10), Ohio Revised Code, to wit: Theft of Drugs, Section 2913.02, Ohio Revised Code.

Further, your acts, conduct, and/or omissions as alleged in paragraph (A) above, individually and/or collectively, constitute "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed," as that clause is used in Section 4731.22(B)(10), Ohio Revised Code, to wit: Possession of Drugs, Section 2925.11, Ohio Revised Code.

Pursuant to Chapter 119., Ohio Revised Code, and Chapter 4731., 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 training certificate to practice osteopathic 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/blt
Enclosures

CERTIFIED MAIL # 7000 0600 0024 5143 8084
RETURN RECEIPT REQUESTED

Stephen Robert Giordano, D.O.
1300 W. 9th Street, # 713
Cleveland, OH 44117

CERTIFIED MAIL # 7000 0600 0024 5143 8374
RETURN RECEIPT REQUESTED

Elizabeth Y. Collis, Esq.
1650 Lake Shore Drive, Suite 180
Columbus, OH 43204

CERTIFIED MAIL # 7000 0600 0024 5143 8558
RETURN RECEIPT REQUESTED