

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

**DEPARTMENT OF HEALTH,**

**PETITIONER,**

**v.**

**CASE NO. 2000-11982**

**JOSEPH MANUEL OSSORIO, M.D.,**

**RESPONDENT.**

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**ADMINISTRATIVE COMPLAINT**

**COMES NOW** the Petitioner, Department of Health, by and through the Agency for Health Care Administration, and for its Complaint against Joseph Manuel Ossorio, M.D. states as follows:

**PARTIES**

1. The Department of Health is the state agency charged with regulating the practice of medicine under Florida Law.
2. The Respondent, whose address of record is Post Office Box 25266, Sarasota, Florida 34277, was issued license number ME 0048178 on July 31, 1986, and is not board certified.

**GENERAL ALLEGATIONS**

3. At all times material to this Complaint, the Respondent was a licensed physician within the State of Florida.
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4. On or about April and May of 2000, the Respondent was the interim medical director for Neurobehavioral Health Services.

5. During his tenure as interim medical director, the Respondent provided a Registered Nurse with two (2) pre-signed blank prescriptions (See Attached EXHIBIT A).

6. The Respondent verbally ordered the Registered Nurse to use these blank prescriptions to prescribe medications to patients when the Respondent was out of town or not available for telephone consultation.

**COUNT I: Pre-signing Blank Prescription Forms**

7. The Petitioner hereby realleges and incorporates paragraphs 1-6, as set forth above.

8. The Respondent pre-signed blank prescription forms (See Attached EXHIBIT A) to be used by a Registered nurse to prescribe medications to patients in Respondent's absence.

9. Based on the foregoing, the Respondent has violated Section 458.331(1)(aa), Florida Statutes, by pre-signing blank prescription forms.

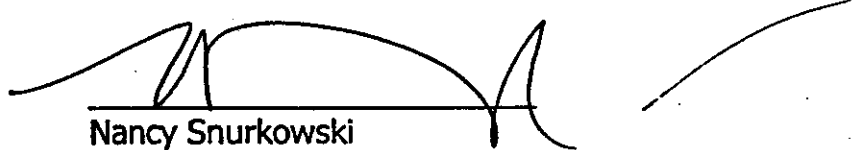
**COUNT II: Delegating Professional Responsibilities  
To a Person Not Qualified To Perform Them**

10. The Petitioner hereby realleges and incorporates paragraphs 1-6 as set forth above.

11. The Respondent delegated professional responsibilities to a person whom the Respondent should have known was not qualified by training, experience, or

SIGNED this 15<sup>th</sup> day of April, 2002.

John O. Agwunobi, M.D., M.B.A.  
Secretary, Department of Health



Nancy Snurkowski  
Chief Attorney, Practitioner Regulation

COUNSEL FOR DEPARTMENT:

Richard J. Shoop  
Senior Attorney  
Florida Bar # 0389234  
Agency for Health Care Administration  
P. O. Box 14229  
Mail Stop 39-A  
Tallahassee, Florida 32317-4229  
RJS/tyl  
PCP Date: April 12, 2002 (SOUTH)  
PCP Members: Ashkar, Lamelas and Rodriguez

**FILED**  
DEPARTMENT OF HEALTH  
DEPUTY CLERK  
CLERK *Vicki R. Keron*  
DATE 4/16/02

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

**DEPARTMENT OF HEALTH,**

**Petitioner,**

**v.**

**CASE NO. 2000-11982**

**JOSEPH MANUEL OSSORIO, M.D.,**

**Respondent.**

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**CONSENT AGREEMENT**

Joseph Manuel Ossorio, M.D. referred to as the "Respondent," and the Department of Health referred to as "Department," stipulate and agree to the following Agreement and to the entry of a Final Order of the Board of Medicine, referred to as "Board," incorporating the Stipulated Facts and Stipulated Disposition in this matter.

Effective July 1, 1997, Petitioner is the state agency charged with regulating the practice of medicine pursuant to Section 20.43, Florida Statutes; Chapter 456, Florida Statutes, and Chapter 458, Florida Statutes.

**STIPULATED FACTS**

1. At all times material hereto, the Respondent was a licensed physician in the State of Florida having been issued license number ME 48178.
2. The Respondent was charged by an Administrative Complaint filed by the Department and properly served upon the Respondent with a violation of Chapter 458,

Florida Statutes, and the rules enacted pursuant thereto. A true and correct copy of the Administrative Complaint is attached hereto as Exhibit A.

3. Respondent neither admits nor denies the allegations of fact contained in the Administrative Complaint.

#### **STIPULATED CONCLUSIONS OF LAW**

1. The Respondent admits that, in his capacity as a licensed physician, he is subject to the provisions of Chapters 456 and 458, Florida Statutes, and the jurisdiction of the Department and the Board.

2. The Respondent admits that the facts set forth in the Administrative Complaint, if proven, would constitute a violation of Chapter 458, Florida Statutes, as alleged in the Administrative Complaint.

3. Respondent admits that the Stipulated Disposition in this case is fair, appropriate and acceptable to Respondent.

#### **STIPULATED DISPOSITION**

1. FUTURE CONDUCT. The Respondent shall not in the future violate Chapters 456, 458 and 893, Florida Statutes, or the rules promulgated pursuant thereto. Prior to signing this agreement, the Respondent shall read Chapters 456, 458, 893 and the Rules of the Board of Medicine, at Section 64B8, Florida Administrative Code.

2. The Board shall impose an administrative fine in the amount of Three Thousand Dollars (\$3,000.00) against the Respondent. The fine shall be paid by the

Respondent to the Board of Medicine within one year of its imposition by Final Order of the Board. **THE RESPONDENT ACKNOWLEDGES THAT THE TIMELY PAYMENT OF THE FINE IS HIS LEGAL OBLIGATION AND RESPONSIBILITY AND THE RESPONDENT AGREES TO CEASE PRACTICING IF THE FINE IS NOT PAID AS AGREED TO IN THIS CONSENT AGREEMENT, SPECIFICALLY: IF THE RESPONDENT HAS NOT RECEIVED WRITTEN CONFIRMATION THAT THE FULL AMOUNT OF THE FINE HAS BEEN RECEIVED BY THE BOARD OFFICE WITHIN ONE YEAR OF THE FILING OF THIS FINAL ORDER, THE RESPONDENT AGREES TO CEASE PRACTICE UNTIL SUCH WRITTEN CONFIRMATION IS RECEIVED BY THE RESPONDENT FROM THE BOARD. (SEE EXHIBIT B OF THIS CONSENT AGREEMENT FOR BOARD ADDRESS AND STANDARD TERMS).**

3. REIMBURSEMENT OF COSTS. In addition to the amount of any fine noted above, the Respondent agrees to reimburse the Department for any administrative costs incurred in the investigation, prosecution, and preparation of this case, including costs assessed by the Division of Administrative Hearings, if applicable, and by the Board of Medicine office. The agreed upon Agency costs to be reimbursed in this case is Three Thousand, Nine Hundred Thirty-five Dollars and eighty three cents (\$3,935.83). The Respondent shall pay the costs to the Board of Medicine within one year of its Imposition by Final Order of the Board. **THE RESPONDENT ACKNOWLEDGES THAT THE TIMELY PAYMENT OF THE COSTS IS HIS LEGAL OBLIGATION AND**

**RESPONSIBILITY AND RESPONDENT AGREES TO CEASE PRACTICING IF THE COSTS ARE NOT PAID AS AGREED TO IN THIS CONSENT AGREEMENT, SPECIFICALLY: IF THE RESPONDENT HAS NOT RECEIVED WRITTEN CONFIRMATION THAT THE FULL AMOUNT OF THE COSTS NOTED ABOVE HAS BEEN RECEIVED BY THE BOARD OFFICE WITHIN ONE YEAR OF THE FILING OF THIS FINAL ORDER, THE RESPONDENT AGREES TO CEASE PRACTICE UNTIL SUCH WRITTEN CONFIRMATION IS RECEIVED BY THE RESPONDENT FROM THE BOARD. (SEE EXHIBIT B, OF THIS CONSENT AGREEMENT FOR BOARD ADDRESS AND STANDARD TERMS.**

4. Respondent shall receive a letter of concern.

#### STANDARD PROVISIONS

This Consent Agreement shall be governed by the attached "Standard Terms Applicable to Consent Agreements", Exhibit B, which is incorporated as if fully set forth herein.

1. Respondent shall appear before the Board at the meeting of the Board where this Agreement is considered. Respondent, in conjunction with the consideration of this Agreement by the Board, shall respond to questions under oath from the Board, Board Staff or Department Staff. Respondent shall be prepared to explain the circumstances involved in this matter and what measures have been taken to prevent a

recurrence. However, Respondent shall offer no evidence, testimony or argument that disputes or contravenes any stipulated fact or conclusion of law.

2. Should this Agreement be rejected, no statement made in furtherance of this Agreement by the Respondent may be used as direct evidence against the Respondent in any proceeding; however, such statements may be used by the Petitioner for impeachment purposes.

3. Respondent and the Department fully understand that this joint Agreement and subsequent Final Order incorporating same will in no way preclude additional proceedings against Respondent for acts or omissions not specifically set forth in the Administrative Complaint.

4. Upon the Board's adoption of this Agreement, Respondent expressly waives all further procedural steps, and expressly waives all rights to seek judicial review of or to otherwise challenge or contest the validity of the Agreement and the Final Order of the Board incorporating said Agreement.

5. Respondent waives the right to seek any attorney's fees or costs from the Department in connection with this matter.

6. This agreement is executed by the Respondent for the purpose of avoiding further administrative action with respect to this cause. In this regard, Respondent authorizes the Board to review and examine all investigative file materials concerning Respondent prior to or in conjunction with consideration of the Agreement. Furthermore,



should this joint Agreement not be accepted by the Board, it is agreed that presentation to and consideration of this Agreement and other documents and matters by the Board shall not unfairly or illegally prejudice the Board or any of its members from further participation, consideration, or resolution of these proceedings.

## Exhibit B

### **STANDARD TERMS APPLICABLE TO CONSENT AGREEMENTS**

The following are the standard terms applicable to all Consent Agreements.

A. **PAYMENT OF FINES.** Unless otherwise directed by the Consent Agreement, all fines shall be paid by check or money order and sent to the Board address as set forth in paragraph E, below. The Board office does not have the authority to change terms of payment of any fine imposed by the Board.

B. **COMMUNITY SERVICE AND CONTINUING EDUCATION UNITS.** Unless otherwise directed by the Consent Agreement, all community service requirements, continuing education units/courses must be completed, and documentation of such completion submitted to the Board of Medicine at the address set forth below in paragraph E, **WITHIN ONE YEAR OF THE DATE OF THE FINAL ORDER.**

C. **ADDRESSES.** The Respondent must keep current residence and practice addresses on file with the Board. The Respondent shall notify the Board within ten (10) days of any changes of said addresses. Furthermore, if the Respondent's license is on probation, the Respondent shall notify the Board within ten (10) days in the event that the Respondent leaves the active practice of medicine in Florida.

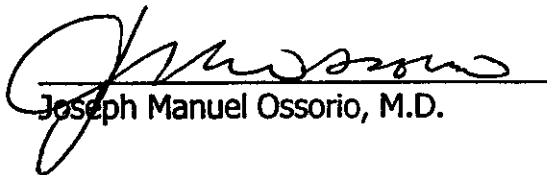
D. **COSTS.** Pursuant to Section 458.331(2), Florida Statutes, the Respondent shall pay all costs necessary to comply with the terms of this Consent Agreement. Such costs include, but are not limited to, the cost of preparation of Investigative Reports

detailing compliance with the terms of the Consent Agreement, obtaining supervision or monitoring of the practice, the cost of quality assurance reviews, and the Board's administrative cost directly associated with the Respondent's probation.

E. BOARD ADDRESS FOR PAYMENT OF FINES/COSTS. All fines shall be sent to: **Department of Health HMQAMS/Client Services, P.O. Box 6320, Tallahassee, FL 32314-6320, Attn: Medical Compliance Officer.**

F. BOARD ADDRESS FOR REPORTS. All reports, correspondence and inquiries shall be sent to the following address: **Department of Health HMQAMS/Client Services/Bin C01, 4052 Bald Cypress Way, Tallahassee, FL 32399-3251, Attn: Medical Compliance Officer.**

SIGNED this 5 day of August, 2002.

  
Joseph Manuel Ossorio, M.D.

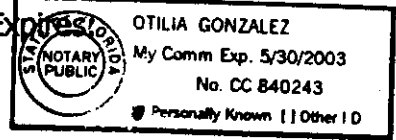
Before me, personally appeared Joseph M. Ossorio, whose identity is known to me by D.C. (type of identification) and who, under oath, acknowledges that his/her signature appears above.

Sworn to and subscribed before me this 5<sup>th</sup> day of August, 2002.

*Otilia Gonzalez*

NOTARY PUBLIC

My Commission Expires



APPROVED this 14th day of August, 2002.

John O. Agwunobi, M.D., M.B.A.  
Secretary, Department of Health

*Nancy M. Snurkowski*

By: Nancy M. Snurkowski  
Chief Attorney-Practitioner Regulation

Counsel for Petitioner:

Kathryn E. Price  
DOH/ Bureau of Practitioner Regulation-Legal  
4052 Bald Cypress Way, Bin # C-65  
Tallahassee, Florida 32399-3265

STATE OF FLORIDA  
BOARD OF MEDICINE

Final Order No. DOH-02-1645- S MOA  
FILED DATE - 10/29/02  
Department of Health

By: Vicki R. Kenon  
Deputy Agency Clerk

DEPARTMENT OF HEALTH,

Petitioner,

vs.

DOH Case No.: 2000-11982  
License No.: ME0048178

JOSEPH MANUEL OSSORIO, M.D.,

Respondent.

FINAL ORDER

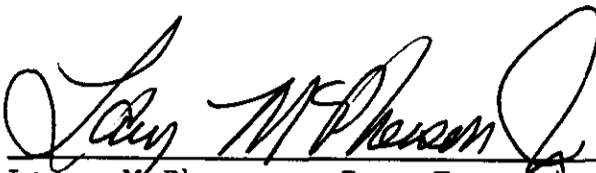
THIS CAUSE came before the BOARD OF MEDICINE (Board) pursuant to Sections 120.569 and 120.57(4), Florida Statutes, on October 4, 2002, in Miami, Florida, for the purpose of considering a Consent Agreement (attached hereto as Exhibit A) entered into between the parties in this cause. Upon consideration of the Consent Agreement, the documents submitted in support thereof, the arguments of the parties, and being otherwise fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED that the Consent Agreement as submitted be and is hereby approved and adopted in toto and incorporated herein by reference. Accordingly, the parties shall adhere to and abide by all the terms and conditions of the Consent Agreement.

This Final Order shall take effect upon being filed with the Clerk of the Department of Health.

DONE AND ORDERED this 27 day of OCTOBER,  
2002.

BOARD OF MEDICINE



Larry McPherson, Jr., Executive Director  
for Zachariah P. Zachariah, M.D., Chair

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the  
foregoing Final Order has been provided by U.S. Mail to JOSEPH  
MANUEL OSSORIO, M.D., 7801 SW 24<sup>th</sup> Street, Suite #102, Miami,  
Florida 33155; and by interoffice delivery to Ephraim Livingston  
and Pamela Page, Department of Health, 4052 Bald Cypress Way, Bin  
#C-65, Tallahassee, Florida 32399-3253 this 29<sup>th</sup> day of  
October, 2002.

