

**STEP II**  
**CONSENT AGREEMENT**  
**BETWEEN**  
**MARK ERIK BLAIR, M.D.,**  
**AND**  
**THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Blair 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, 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;” Section 4731.22(B)(19), Ohio Revised Code, for “[i]nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills;” and/or Section 4731.22(B)(15), Ohio Revised Code, for “violation of the conditions of limitation placed by the board upon a certificate to practice.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(26), (19) and (15), Ohio Revised Code, as set forth in Paragraph E, below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.

- C. Dr. Blair is seeking reinstatement of his certificate to practice medicine and surgery, license number #35-081181, which was indefinitely suspended, but not less than ninety days, pursuant to the Step I Consent Agreement Between Mark Erik Blair, M.D., and the State Medical Board of Ohio [September 2008 Step I Consent Agreement], effective September 10, 2008, a copy of which is attached hereto and incorporated herein.
- D. Dr. Blair states that he is not licensed to practice in any other state or jurisdiction, but has applications for physician licensure pending in California, Colorado, and Pennsylvania.
- E. Dr. Blair admits that that on or about August 17, 2008, he entered inpatient treatment for his chemical abuse and dependency at Glenbeigh Hospital [Glenbeigh], a Board-approved treatment provider in Rock Creek, Ohio. Dr. Blair admits, and the Board acknowledges receipt of information to support, that he completed over 28 days of inpatient treatment and was discharged from Glenbeigh, treatment complete, on or about September 15, 2008.

Dr. Blair states, and the Board acknowledges receipt of information to support, that he has remained in compliance with the aftercare contract that he entered into with The Woods at Parkside, a Board-approved treatment provider located in Gahanna, Ohio, and became effective on or about September 22, 2008, and as amended on or about October 20, 2008, including attending and participating in at least three 12-step meetings per week, attending the local Caduceus meeting weekly; and submitting to weekly random urine screens. Dr. Blair states that said aftercare contract remains in effect to date.

Further, Dr. Blair states, and the Board acknowledges receipt of information to support, that Harry P. Nguyen, M.D., Medical Director at Parkside, and Chris Adelman, M.D., of Glenbeigh, have each provided a written report indicating that Dr. Blair's ability to practice has been assessed and that he has been determined to be capable of practicing according to acceptable and prevailing standards of care, so long as certain monitoring conditions are in place.

Additionally, Dr. Blair admits and the Board acknowledges receipt of a written report provided by Mark E. Reynolds, M.D., who was approved by the Board for purposes of conducting a psychiatric examination on Dr. Blair. Dr. Reynolds opined that Dr. Blair may return to work as a physician, so long as he continues his current treatment plan, including individual psychotherapy at least once every two weeks, psychiatric monitoring at least quarterly, attendance at AA, and random urine drug screens/breathalyzers. Accordingly, Dr. Blair states, and the Board acknowledges receipt of information to support, that Dr. Blair has fulfilled the conditions for reinstatement of his certificate to practice medicine and surgery, as established in the September 2008 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 certificate of Dr. Blair to practice medicine and surgery in the State of Ohio shall be REINSTATED, and Dr. Blair knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Blair shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Blair 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 September 2008 Step I Consent Agreement with the Board, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Blair 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 September 2008 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. Blair shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the probationary terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Blair resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Blair may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Blair is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

5. In the event Dr. Blair 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. Blair shall keep a log of all controlled substances prescribed. Such log shall be submitted, in the format approved by the Board, on the date upon which Dr. Blair's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Blair shall make his patient records with regard to such prescribing available for review by an agent of the Board immediately upon request.
7. Dr. Blair 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. Blair to administer or personally furnish controlled substances, Dr. Blair 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 and shall be submitted to the Board no later than the date upon which Dr. Blair's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Blair shall make his patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board immediately upon request.

### **Sobriety**

8. Dr. Blair shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Blair's history of chemical dependency and psychiatric diagnoses. Further, in the event that Dr. Blair is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Blair shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Blair received; the medical purpose for which he received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to him, Dr. Blair shall provide the Board with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.

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

**Drug and Alcohol Screens/Drug Testing Facility and Collection Site**

10. Dr. Blair shall submit to random urine screenings for drugs and alcohol at least two times per month, or as otherwise directed by the Board. Dr. Blair shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board, and shall include Dr. Blair's drug(s) of choice.

Dr. Blair shall abstain from the use of any substance and the consumption of poppy seeds or any other food or liquid that may produce a low level positive result in a toxicology screen. Dr. Blair acknowledges that he understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site, except as provided in Paragraph 11 below, and the screening process shall require a daily call-in procedure.

Dr. Blair shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Blair shall be negative, except for those substances prescribed, administered, or dispensed to him in conformance with the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

Further, within thirty days of the effective date of this Consent Agreement, Dr. Blair shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug testing facility and/or collection site in order to facilitate the urine screening process in the manner required by this Consent Agreement. Further, Dr. Blair shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Blair and the Board-approved drug testing facility and/or collection site. Dr. Blair's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Consent Agreement. However, Dr. Blair and the Board further agree that in the event Dr. Blair previously entered into the aforementioned financial and contractual agreements pursuant to the requirements of a prior consent agreement with the Board under which Dr. Blair is currently participating in an ongoing urine

screening process, then this requirement shall be waived under the instant consent agreement.

Dr. Blair shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Blair and the Board-approved drug testing facility and collection site shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Blair shall ensure that the Board-approved drug testing facility and/or collection site provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.

In the event that the Board-approved drug testing facility and/or collection site becomes unable or unwilling to serve as required by this Consent Agreement, Dr. Blair must immediately notify the Board in writing, and make arrangements acceptable to the Board pursuant to Paragraph 11 below, as soon as practicable. Dr. Blair shall further ensure that the Board-approved drug testing facility and/or collection site also notifies the Board directly of its inability to continue to serve and the reasons therefore.

Dr. Blair acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the Secretary and Supervising Member of the Board determine that the drug testing facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

11. Dr. Blair and the Board agree that it is the intent of this Consent Agreement that Dr. Blair shall submit his urine specimens to the Board-approved drug testing facility and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Blair, as determined in the sole discretion of the Board, then subject to the following requirements, the Board may approve an alternate drug testing facility and/or collection site, or a supervising physician, to facilitate the urine screening process for Dr. Blair:
  - a. Within thirty days of the date upon which Dr. Blair is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Blair, he shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed

supervising physician, to whom Dr. Blair shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Blair's residence or employment location, or to a physician who practices in the same locale as Dr. Blair. Dr. Blair shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Blair acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

- b. Dr. Blair shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.
- c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Blair must immediately notify the Board in writing. Dr. Blair shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Blair shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Blair.
- d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Blair's designated alternate drug testing facility and/or collection site, or any person proposed to serve as his supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.
- e. In the event that the Board approved an alternate drug testing facility and/or collection site, or a supervising physician, pursuant to the September 2008 Step I Consent Agreement between Dr. Blair and the Board, Dr. Blair and the Board

agree that the entity, facility or person previously approved by the Board to so serve pursuant to the September 2008 Step I Consent Agreement is hereby approved to continue as Dr. Blair's designated alternate drug testing facility and collection site or as his supervising physician under this Consent Agreement.

12. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Blair's quarterly declaration. It is Dr. Blair's responsibility to ensure that reports are timely submitted.
13. The Board retains the right to require, and Dr. Blair agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Blair, or for any other purpose, at Dr. Blair's expense upon the Board's request and without prior notice. Dr. Blair's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

### **Monitoring Physician**

14. Before engaging in any medical practice, Dr. Blair shall submit to the Board in writing 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. Blair and who is engaged in the same or similar practice specialty.

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

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Blair must immediately so notify the Board in writing. In addition, Dr. Blair 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. Blair 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.

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

### **Rehabilitation Program**

15. Dr. Blair shall 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. Blair shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Blair's quarterly declarations.

### **Aftercare**

16. Dr. Blair shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.
17. Dr. Blair shall maintain continued compliance with the terms of the aftercare contract entered into with a Board-approved 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.

### **Psychiatric Treatment**

18. Dr. Blair and the Board agree that the person previously approved by the Board to serve as Dr. Blair's treating psychiatrist pursuant to the September 2008 Step I Consent Agreement is hereby approved to continue as Dr. Blair's designated treating psychiatrist under this Consent Agreement, unless within thirty days of the effective date of this Consent Agreement, Dr. Blair shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of his choice.

Dr. Blair shall continue psychiatric treatment and/or monitoring, to include individual psychotherapy at least once every two weeks and psychiatric monitoring at least once every three months, or as otherwise directed by the Board. Dr. Blair shall comply

with his psychiatric treatment/monitoring plan, including taking medications as prescribed and/or ordered for his psychiatric disorder. Dr. Blair shall ensure that psychiatric reports are forwarded by his treating psychiatrist to the Board on a quarterly basis, or as otherwise directed by the Board. The psychiatric reports shall contain information describing Dr. Blair's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Blair's compliance with his treatment plan; Dr. Blair's mental status; Dr. Blair's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Blair shall ensure that his treating psychiatrist immediately notifies the Board of his failure to comply with his psychiatric treatment plan and/or any determination that Dr. Blair is unable to practice due to his psychiatric disorder. It is Dr. Blair's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Blair's quarterly declaration.

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

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

## **Releases**

19. Dr. Blair 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. Blair's chemical dependency, psychiatric condition, or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Blair 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.

### **Required Reporting by Licensee**

20. Within thirty days of the effective date of this Consent Agreement, Dr. Blair shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services (including but not limited to third party payors) or is receiving training, and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Blair shall promptly provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments. In the event that Dr. Blair provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Blair shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Blair shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
  
21. Within thirty days of the effective date of this Consent Agreement, Dr. Blair shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Blair further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which he applies for any professional license or for reinstatement of any professional license, and to every state in which he currently has an application for any professional license or reinstatement of any professional license pending. Further, Dr. Blair shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was

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22. Dr. Blair shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Blair chemical dependency and/or psychiatric treatment or monitoring. Further, Dr. Blair shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
23. Dr. Blair shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

#### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Blair 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. Blair has violated any term, condition or limitation of this Consent Agreement, Dr. Blair 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**

Dr. Blair shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Blair 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.

In the event that the Board initiates future formal proceedings against Dr. Blair, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

### ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Blair 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.

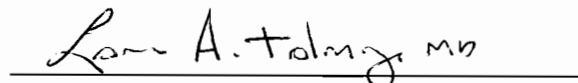
Dr. Blair hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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. Blair 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

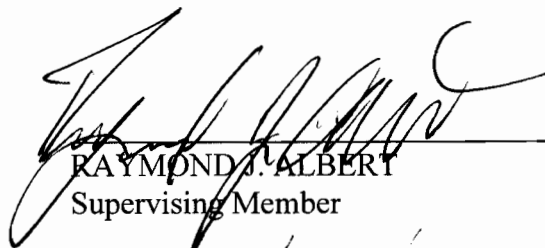
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

  
MARK ERIK BLAIR, M.D.

  
LANCE A. TALMAGE, M.D. *rw*  
Secretary

3/10/09  
DATE

3/12/09  
DATE

  
\_\_\_\_\_  
RAYMOND J. ALBERT  
Supervising Member

*3/11/09*  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
ANGELA McNAIR  
Enforcement Attorney

*03/10/09*  
\_\_\_\_\_  
DATE

STATE MEDICAL BOARD

2008 SEP -9 P 1:45

**STEP I  
CONSENT AGREEMENT  
BETWEEN  
MARK ERIK BLAIR, M.D.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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Dr. Blair 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.

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- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(26), Ohio Revised Code, for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice;" Section 4731.22(B)(19), Ohio Revised Code, for "[i]nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills;" and/or Section 4731.22(B)(15), Ohio Revised Code, for "violation of the conditions of limitation placed by the board upon a certificate to practice."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(26), (19), and (15), Ohio Revised Code, as set forth in Paragraph E below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.
- C. Dr. Blair admits that his license to practice medicine and surgery in the State of Ohio, License # 35-081181, is subject to probationary conditions pursuant to the terms of the Probationary Consent Agreement Between Mark Erik Blair, M.D., and the State Medical Board of Ohio that became effective on October 15, 2004, [October 2004 Probationary], a copy of which is attached hereto and incorporated herein.
- D. Dr. Blair states that he is not licensed to practice in any other state or jurisdiction, but has applications for physician licensure pending in California, Colorado, and Pennsylvania.
- E. Dr. Blair admits that on or about August 11, 2008, pursuant to Board order, he entered Shepherd Hill, a Board-approved treatment facility in Newark, Ohio, for the purpose of undergoing a

STEP I CONSENT AGREEMENT  
MARK ERIK BLAIR, M.D.  
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seventy-two hour inpatient evaluation for possible impairment due to chemical abuse/dependency. Dr. Blair further admits that said evaluation was conducted under the direction of Richard Whitney, M.D., who diagnosed Dr. Blair with Alcohol Dependence and Polysubstance Abuse, and determined that he is impaired in his ability to practice according to acceptable and prevailing standards of care. Dr. Whitney based said diagnoses, in part, upon Dr. Blair's admitted use of alcohol, including drinking heavily on the evening of July 5, 2008, which resulted in a motor vehicle accident and a blood alcohol concentration of 0.051% the next morning while driving to work. Dr. Blair also admits that he has used, as a sleep aid, 'Verv,' reported to be a 2-Furanone dihydro, which is a metabolic precursor to gamma-hydroxybutyric acid (GHB), a mood altering drug. Dr. Blair admits that he developed an increased tolerance to Verv and that he abused and became dependent upon it before his October 2004 Probationary Consent Agreement with the Board.

Dr. Blair admits that he entered into the October 2004 Probation Consent Agreement with the Board on or about October 15, 2004, based upon his diagnoses of Bipolar I Disorder and Social Phobia. Dr. Blair further admits that his use of alcohol and drugs is in direct violation of said October 2004 Probationary Consent Agreement.

Dr. Blair further admits that the seventy-two hour evaluation included an assessment by Shepherd Hill psychiatrist Michael Kassur, M.D., who confirmed his diagnosis of Bipolar I Disorder and indicated Social Anxiety Disorder. Further, psychological testing indicated no clinical diagnoses requiring additional treatment related to his psychiatric diagnosis beyond that which is already required under Dr. Blair's October 2004 Probationary Consent Agreement.

Dr. Blair admits that his drugs of choice are alcohol and Verv, and that on or about August 17, 2008, he entered inpatient treatment for his chemical abuse and dependency at Glenbeigh Hospital, a Board-approved treatment provider in Rock Creek, Ohio. Dr. Blair asserts that such inpatient treatment continues to date and that he has not been engaged in the practice of medicine since August 7, 2008.

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

#### **SUSPENSION OF CERTIFICATE**

1. The October 2004 Probationary Consent Agreement is hereby terminated upon the effective date of the instant Step I Consent Agreement. Further, Dr. Blair's certificate to practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than ninety days from the effective date of this Step I Consent Agreement.

#### Obey all Laws

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



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Sobriety

3. Dr. Blair shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Blair's history of chemical dependency and psychiatric diagnoses. Further, in the event that Dr. Blair is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Blair shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Blair received; the medical purpose for which he received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to him, Dr. Blair shall provide the Board with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.
4. Dr. Blair shall abstain completely from the use of alcohol.

Absences from Ohio

5. Dr. Blair shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the monitoring terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Blair resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Blair may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Blair is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

Releases: Quarterly Declarations and Appearances

6. Dr. Blair 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. Blair's chemical dependency, psychiatric condition or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Blair 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.

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MARK ERIK BLAIR, M.D.  
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7. Dr. Blair 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 October 2004 Probationary Consent Agreement with the Board, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
8. Dr. Blair 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 October 2004 Probationary Consent Agreement with the Board, or as otherwise requested by the Board to ensure that Dr. Blair's initial appearance occurs no later than the third month following the effective date of this Consent Agreement. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.

Drug & Alcohol Screens; Drug Testing Facility and Collection Site

9. Dr. Blair shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Blair shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board, and shall include Dr. Blair's drug(s) of choice.

Dr. Blair shall abstain from the use of any substance and the consumption of poppy seeds or any other food or liquid that may produce a low level positive result in a toxicology screen. Dr. Blair acknowledges that he understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site, except as provided in Paragraph 10 below, and the screening process shall require a daily call-in procedure.

Dr. Blair shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Blair shall be negative, except for those substances prescribed, administered, or dispensed to him in conformance with the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

Further, within thirty days of the effective date of this Consent Agreement, Dr. Blair shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug testing facility and/or collection site in order to facilitate the urine screening process in the manner required by this Consent Agreement. Further, within thirty days of making such arrangements, Dr. Blair shall provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Blair and the Board-

STEP I CONSENT AGREEMENT  
MARK ERIK BLAIR, M.D.  
PAGE 5

approved drug testing facility and/or collection site. Dr. Blair's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Consent Agreement.

Dr. Blair shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Blair and the Board-approved drug testing facility and collection site shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Blair shall ensure that the Board-approved drug testing facility and/or collection site provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.

In the event that the Board-approved drug testing facility and/or collection site becomes unable or unwilling to serve as required by this Consent Agreement, Dr. Blair must immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph 10 below, as soon as practicable. Dr. Blair shall further ensure that the Board-approved drug testing facility and/or collection site also notifies the Board directly of its inability to continue to serve and the reasons therefore.

Dr. Blair acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the Secretary and Supervising Member of the Board determine that the drug testing facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

Further, in order to ensure that there will be no interruption in his current urine screening process, Dr. Blair shall continue to provide random urine screenings for drugs and alcohol at least once per week to the Supervising Physician previously approved pursuant to the October 2004 Probationary Consent Agreement until such time that Dr. Blair has transitioned to the Board-approved drug testing facility and/or collection site as required pursuant to this Step I Consent Agreement.

10. Dr. Blair and the Board agree that it is the intent of this Consent Agreement that Dr. Blair shall submit his urine specimens to the Board-approved drug testing facility and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Blair, as determined in the sole discretion of the Board, then subject to the following requirements, the Board may approve an alternate drug testing facility and/or collection site, or a supervising physician, to facilitate the urine screening process for Dr. Blair:
  - a. Within thirty days of the date upon which Dr. Blair is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Blair, he shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and

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collection site, or the name of a proposed supervising physician, to whom Dr. Blair shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Blair's residence or employment location, or to a physician who practices in the same locale as Dr. Blair. Dr. Blair shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Blair acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

- b. Dr. Blair shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.
  - c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Blair must immediately notify the Board in writing. Dr. Blair shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Blair shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Blair.
  - d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Blair's designated alternate drug testing facility and/or collection site, or any person proposed to serve as his supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.
11. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Blair's quarterly declaration. It is Dr. Blair's responsibility to ensure that reports are timely submitted.
  12. The Board retains the right to require, and Dr. Blair agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Blair, or for any other purpose, at Dr. Blair's

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expense upon the Board's request and without prior notice. Dr. Blair's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

Rehabilitation Program

13. Within thirty days of the effective date of this Consent Agreement, Dr. Blair 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. Blair shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Blair's quarterly declarations.

14. Immediately upon completion of any required treatment for chemical dependency, Dr. Blair shall enter into an aftercare contract with a Board-approved treatment provider and shall maintain continued compliance with the terms of said aftercare contract, provided that, where the terms of the aftercare contract conflict with the terms of this Consent Agreement, the terms of this Consent Agreement shall control.

**Psychiatric Treatment**

15. Dr. Blair and the Board agree that the person previously approved by the Board to serve as Dr. Blair's treating psychiatrist pursuant to the 2004 Probationary Consent Agreement is hereby approved to continue as Dr. Blair's designated treating psychiatrist under this Consent Agreement, unless within thirty days of the effective date of this Consent Agreement, Dr. Blair shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of his choice.

Dr. Blair shall continue psychiatric treatment and/or monitoring at least every six months or as otherwise directed by the Board. Dr. Blair shall comply with his psychiatric treatment/monitoring plan, including taking medications as prescribed and/or ordered for his psychiatric disorder. Dr. Blair shall ensure that psychiatric reports are forwarded by his treating psychiatrist to the Board on a quarterly basis, or as otherwise directed by the Board. The psychiatric reports shall contain information describing Dr. Blair's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Blair's compliance with his treatment plan; Dr. Blair's mental status; Dr. Blair's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Blair shall ensure that his treating psychiatrist immediately notifies the Board of his failure to comply with his psychiatric treatment plan and/or any determination that Dr. Blair is unable to practice due to his psychiatric disorder. It is Dr. Blair's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Blair's quarterly declaration.

In the event that the designated treating psychiatrist becomes unable or unwilling to serve in this capacity, Dr. Blair must immediately so notify the Board in writing. In addition, Dr. Blair shall make arrangements acceptable to the Board for another treating psychiatrist within thirty days

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after the previously designated treating psychiatrist becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Blair shall ensure that the previously designated treating psychiatrist also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

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

#### CONDITIONS FOR REINSTATEMENT

16. The Board shall not consider reinstatement or restoration of Dr. Blair's certificate to practice medicine and surgery until all of the following conditions are met:
- a. Dr. Blair shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
  - b. Dr. Blair 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. Blair has successfully completed any required inpatient treatment, including at least twenty-eight days of inpatient or residential treatment for chemical abuse/dependence, as set forth in Rules 4731-16-02(B)(4) and 4731-16-08(A)(13), Ohio Administrative Code, completed consecutively.
    - ii. Evidence of continuing full compliance with, or successful completion of, a post-discharge aftercare contract with a treatment provider approved under Section 4731.25 of the Revised Code. Such evidence shall include, but not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with rule 4731-16-10 of the Administrative Code.
    - iii. Evidence of continuing full compliance with this Consent Agreement.
    - iv. Three written reports indicating that Dr. Blair'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. Blair. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Blair shall provide the evaluators with copies of patient records from any evaluations and/or treatment that he has received, and a copy of

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MARK ERIK BLAIR, M.D.  
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this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Blair, and any conditions, restrictions, or limitations that should be imposed on Dr. Blair'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. Blair. Prior to the examination, Dr. Blair 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. Blair'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. Further, at the discretion of the Secretary and Supervising Member of the Board, the Board may request an updated assessment and report if the Secretary and Supervising Member determine that such updated assessment and report is warranted for any reason.

- c. Dr. Blair shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board within 180 days of the date upon which all the above-specified conditions for reinstatement or restoration have been completed or, if the Board and Dr. Blair are unable to agree on the terms of a written Consent Agreement, then Dr. Blair further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code. The Board shall provide notice to Dr. Blair that said hearing has been scheduled, advising Dr. Blair of his hearing rights, and stating the date, time, and location of the hearing at which the Board will present its evidence, after which the Board will make a determination of the matter by Board Order.

Further, upon reinstatement of Dr. Blair's certificate to practice medicine and surgery in this state, the Board shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code. Moreover, upon termination of the consent agreement or Board Order, Dr. Blair 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. Blair has maintained sobriety.

17. In the event that Dr. Blair has not been engaged in the active practice of medicine and surgery for a period in excess of two years prior to application for reinstatement, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Blair's fitness to resume practice.

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MARK ERIK BLAIR, M.D.  
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#### REQUIRED REPORTING BY LICENSEE

18. Within thirty days of the effective date of this Consent Agreement, Dr. Blair shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services (including but not limited to third party payors) or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Blair shall promptly provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments. In the event that Dr. Blair provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Blair shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Blair shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
19. Within thirty days of the effective date of this Consent Agreement, Dr. Blair shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Blair further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which he applies for any professional license or reinstatement of any professional license, and to every state in which he currently has an application for any professional license or reinstatement of any professional license pending. Further, Dr. Blair shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
20. Dr. Blair shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Blair chemical dependency and/or psychiatric treatment or monitoring. Further, Dr. Blair shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of



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certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

21. Dr. Blair shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

#### **DURATION/MODIFICATION OF TERMS**

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties. In the event that the Board initiates future formal proceedings against Dr. Blair, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

#### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Blair 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. Blair 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.

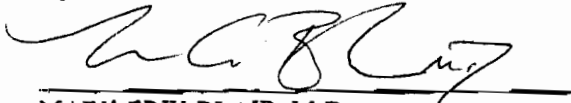
Dr. Blair hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

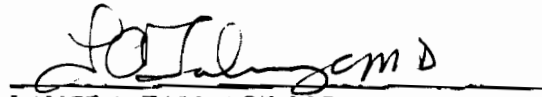
This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Blair acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

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**EFFECTIVE DATE**

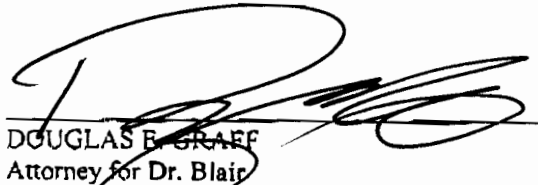
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

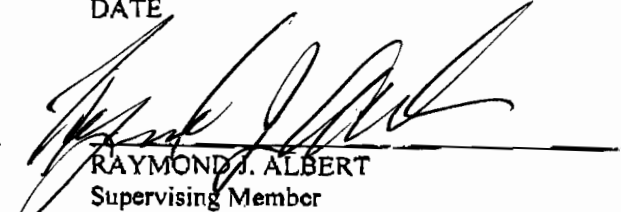
  
MARK ERIK BLAIR, M.D.

  
LANCE A. TALMAGE, M.D.  
Secretary

9/9/08  
DATE

9-10-08  
DATE

  
DOUGLAS B. GRAFF  
Attorney for Dr. Blair

  
RAYMOND J. ALBERT  
Supervising Member

9/9/08  
DATE

9/10/08  
DATE

  
ANGELA McNAIR  
Enforcement Attorney

9/9/08  
DATE

STATE MEDICAL BOARD  
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**PROBATIONARY  
CONSENT AGREEMENT  
BETWEEN  
MARK E. BLAIR, M.D.,  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Blair enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

**BASIS FOR ACTION**

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(19), Ohio Revised Code, “[i]nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(B)(19), Ohio Revised Code, as set forth in Paragraph E below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.
- C. Dr. Blair is licensed to practice medicine and surgery in the State of Ohio, License #35-081181.
- D. Dr. Blair states that he is not licensed to practice medicine or surgery in any other state or jurisdiction.
- E. Dr. Blair admits that on or about June 30, 2004, by certified mail, the Board ordered him to submit to a psychiatric evaluation with Stephen Noffsinger, M.D., on July 22,

*MEB*

2004. Dr. Blair further admits that such evaluation was based, *inter alia*, upon Dr. Blair exhibiting manic behaviors during or about late 2002 through June 2003 including racing thoughts, disorganized thinking, grandiose delusions, loud speech bizarre behavior, and decreased social inhibitions, as well as the fact that Dr. Blair was medically discharged from the Air Force due to his mental disorder. Dr. Blair further admits that as a result of such Board-ordered psychiatric evaluation, Dr. Noffsinger opined with a reasonable degree of medical certainty that Dr. Blair has the mental disorders of Bipolar I Disorder (Most Recent Episode Manic, in Full Remission), and Social Phobia; that Dr. Blair's condition had resulted in an incapacity to practice medicine according to acceptable and prevailing standards of care in the past; that Dr. Blair's condition is amenable to treatment; and that Dr. Blair is presently capable of practicing according to acceptable and prevailing standards of care so long as certain treatment and monitoring conditions are in place. Dr. Blair attests, and the Board acknowledges receipt of information to support, that Dr. Blair had voluntarily undertaken treatment of his condition, including medication therapy with a psychiatrist and individual therapy with a counselor, and that such treatment continues to date.

Dr. Blair further admits that during or about July 2000 and again in or about May 2003, he was hospitalized related to overdoses of gamma hydroxybutyrate (GHB), which Dr. Blair states he inadvertently ingested without knowledge, on the first occasion by taking an energy supplement purchased over the internet and on the second occasion by drinking from a tainted water bottle at a nightclub. Dr. Blair further admits that from during or about July 2000 through September 2003, he has submitted to six evaluations related to potential chemical dependency, including a three-day in-patient evaluation on or about June 28, 2003, at the Toledo Hospital, a Board-approved treatment facility in Toledo, Ohio. Dr. Blair further admits that although such evaluations have determined that Dr. Blair is not impaired due to chemical dependency, nonetheless the evaluators have made certain recommendations including that Dr. Blair refrain from mood altering drugs and alcohol, as his psychiatric condition tends to destabilize when he has been exposed to these substances in the past, and that he submit to random urine toxicology screens on a monthly basis.

### 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. Blair knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

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

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2. Dr. Blair shall submit quarterly declarations under penalty of Board disciplinary action 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. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Blair 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.
4. In the event Dr. Blair 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.

### **Sobriety and Self-Treatment**

5. Dr. Blair shall refrain from self-treating and 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. Blair's history of GHB ingestion and his psychiatric diagnoses.
6. Dr. Blair shall abstain completely from the use of alcohol.

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### **Drug and Alcohol Screens/Supervising Physician**

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7. Dr. Blair shall submit to random urine screenings for drugs and alcohol on a once every four-week basis or as otherwise directed by the Board. Dr. Blair 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. Blair 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. Blair shall submit to the Board for its prior approval the name and curriculum vitae of a

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

8. The Board retains the right to require, and Dr. Blair agrees to submit, blood or urine specimens for analysis, including analysis for medications that may be prescribed to Dr. Blair or for any other purpose, at Dr. Blair's expense upon the Board's request and without prior notice. Dr. Blair'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.

### **Psychiatric Treatment**

9. Within thirty days of the effective date of this Consent Agreement, Dr. Blair shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of his choice. Upon approval by the Board, Dr. Blair shall undergo and continue psychiatric treatment at least once every four weeks or as otherwise directed by the Board. Dr. Blair shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered for his psychiatric disorder. Dr. Blair shall

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ensure that psychiatric reports are forwarded by his treating psychiatrist to the Board on a quarterly basis, or as otherwise directed by the Board. The psychiatric reports shall contain information describing Dr. Blair's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Blair's compliance with his treatment plan; Dr. Blair's mental status; Dr. Blair's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Blair shall ensure that his treating psychiatrist immediately notifies the Board of his failure to comply with his psychiatric treatment plan and/or any determination that Dr. Blair is unable to practice due to his psychiatric disorder. It is Dr. Blair's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Blair's quarterly declaration.

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

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### Monitoring Physician

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10. Within thirty days of the effective date of this Consent Agreement, Dr. Blair shall submit to the Board for its prior approval 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. Blair and who is engaged in the same or similar practice specialty.

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

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Blair must immediately so notify the Board in writing. In

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addition, Dr. Blair 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. Blair 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.

### Releases

11. Dr. Blair 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

12. Within thirty days of the effective date of this Consent Agreement, Dr. Blair 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. Blair 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.
13. Within thirty days of the effective date of this Consent Agreement, Dr. Blair 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. Blair 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. Blair shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
14. Dr. Blair shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Blair chemical dependency treatment or monitoring.

### FAILURE TO COMPLY

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If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Blair 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

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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. Blair has violated any term, condition or limitation of this Consent Agreement, Dr. Blair 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**

Dr. Blair shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Blair 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. Blair 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. Blair 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. Blair 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.

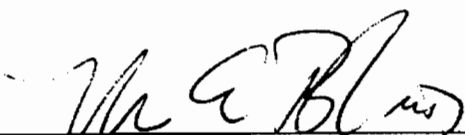
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**EFFECTIVE DATE**

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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.

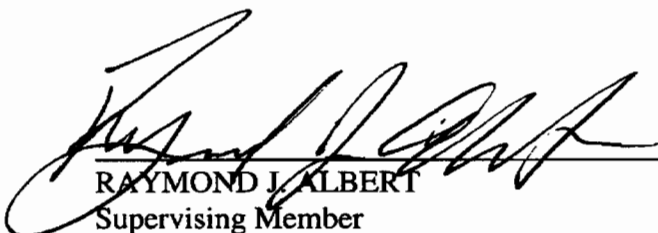
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MARK E. BLAIR, M.D.

10/9/04  
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DATE

  
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LANCE A. TALMAGE, M.D.  
Secretary

10-13-04  
\_\_\_\_\_  
DATE

  
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RAYMOND J. ALBERT  
Supervising Member

10/15/04  
\_\_\_\_\_  
DATE

  
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REBECCA J. MARSHALL, ESQ.  
Enforcement Attorney

10/12/04  
\_\_\_\_\_  
DATE

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