

State Medical Board of Ohio

30 E. Broad Street, 3rd Floor, Columbus, OH 43215-6127

(614) 466-3934
med.ohio.gov

May 8, 2013

Case number: 13-CRF- 033

Nicholas Anthony Atanasoff, D.O.
8090 Market Street
Boardman, OH 44512

Dear Doctor Atanasoff:

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

- (1) On or about January 9, 2013, the Board approved the Step I Consent Agreement between Nicholas Anthony Atanasoff, D.O., and the State Medical Board of Ohio [January 2013 Step I Consent Agreement], based upon your violation of Sections 4731.22(B)(26), 4731.22(B)(10), and Section 4731.22(B)(20), Ohio Revised Code. Pursuant to the terms of the January 2013 Step I Consent Agreement, your certificate to practice osteopathic medicine and surgery was suspended for an indefinite period of time, but not less than ninety days, and you were required to demonstrate to the satisfaction of the Board that you can resume practice in compliance with acceptable and prevailing standards of care. Such demonstration is to include the following:

Three written reports indicating that Dr. Atanasoff'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

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have been approved in advance by the Board to provide an assessment of Dr. Atanasoff.

One report shall be made by a psychiatrist, approved in advance by the Board, who shall conduct a psychiatric examination of Dr. Atanasoff. Prior to the examination, Dr. Atanasoff 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.

To date, you remain subject to all terms and conditions of the January 2013 Step I Consent Agreement.

On or about April 1, 2013, you submitted a request for reinstatement of your certificate to practice.

- (2) On or about March 11, 2013, the Board received a written report from Nykolai Pidhorodeckjy, M.D., Medical Director at Glenbeigh, a Board-approved treatment provider, who opined that you are not impaired at this time and are capable of practicing medicine as a physician at acceptable and prevailing standards of care.

On or about March 18, 2013, the Board received a written report from Craig T. Pratt, M.D., an addictionologist approved by the Board to provide an assessment, indicating that you were evaluated by him on February 22, 2013. In his written report, Dr. Pratt opined that there “is additional work to be completed before [he] would feel comfortable providing clearance” for your return to practice.

- (3) On or about March 13, 2012, the Board received a written report from Aaron Billowitz, M.D., a psychiatrist approved by the Board to provide an assessment, who reported that he evaluated you on or about February 25, 2013, and on or about March 6, 2013. Dr. Billowitz provided the opinion that, “Strictly from a psychiatric diagnosis of depression and anxiety, Dr. Atanasoff does not show any current findings that would make him unable to practice medicine.” However, while you did provide Dr. Billowitz with records from your treatment at Glenbeigh Hospital, you failed to provide Dr. Billowitz with copies of your patient records from other prior evaluations and/or treatment that you received.

As alleged in Paragraphs (1) and (2) above, you have requested reinstatement of your certificate to practice medicine and surgery in Ohio and have caused to be submitted to the Board two reports from physicians knowledgeable in the area of addictionology

regarding your evaluations conducted in pursuit of such licensure reinstatement. However, you failed to fulfill the requisite condition that requires you to submit two reports indicating that you have been evaluated, at which time your ability to practice was assessed, and you were found capable of practicing according to acceptable and prevailing standards of care.

As alleged in Paragraphs (1) and (3) above, you have requested reinstatement of your certificate to practice medicine and surgery in Ohio and have caused to be submitted to the Board one written report related to a psychiatric evaluation conducted in pursuit of such licensure reinstatement request, but failed to fulfill the condition, as set forth in the January 2013 Step I Consent Agreement, that you provide the evaluating psychiatrist with copies of your patient records from other prior evaluations and/or treatment that you received.

Your acts, conduct and/or omissions as alleged in Paragraphs (1) and (2) above, constitute “[i]mpairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice,” as that clause is used in Section 4731.22(B)(26), Ohio Revised Code.

Further, your acts, conduct and/or omissions as alleged in Paragraphs (1) and (3) above, constitute “[v]iolation of the conditions of limitation placed by the board upon a certificate to practice,” as that clause is used in Section 4731.22(B)(15), Ohio Revised Code.

Pursuant to Chapter 119., Ohio Revised Code, you are hereby advised that you are entitled to a hearing in this matter. If you wish to request such hearing, the request must be made in writing and must be received in the offices of the State Medical Board within thirty days of the time of mailing of this notice.

You are further advised that, if you timely request a hearing, you are entitled to appear at such hearing in person, or by your attorney, or by such other representative as is permitted to practice before this agency, or you may present your position, arguments, or contentions in writing, and that at the hearing you may present evidence and examine witnesses appearing for or against you.

In the event that there is no request for such hearing received within thirty days of the time of mailing of this notice, the State Medical Board may, in your absence and upon consideration of this matter, determine whether or not to limit, revoke, permanently revoke, suspend, refuse to register or reinstate your certificate to practice osteopathic medicine and surgery or to reprimand you or place you on probation.

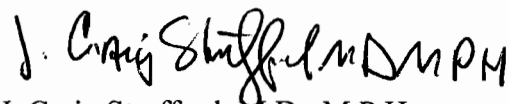
Nicholas Anthony Atanasoff, D.O.

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Please note that, whether or not you request a hearing, Section 4731.22(L), Ohio Revised Code, provides that “[w]hen the board refuses to grant a certificate to an applicant, revokes an individual’s certificate to practice, refuses to register an applicant, or refuses to reinstate an individual’s certificate to practice, the board may specify that its action is permanent. An individual subject to a permanent action taken by the board is forever thereafter ineligible to hold a certificate to practice and the board shall not accept an application for reinstatement of the certificate or for issuance of a new certificate.”

Copies of the applicable sections are enclosed for your information.

Very truly yours,



J. Craig Strafford, M.D., M.P.H.
Secretary

JCS/KHM /pev

Enclosures

CERTIFIED MAIL #91 7199 9991 7031 2768 5159
RETURN RECEIPT REQUESTED

David J. Betras, Esq.
Betras, Kopp & Harshman, LLC
Attorneys at Law
6630 Seville Drive
P.O. Box 129
Canfield, OH 44406

CERTIFIED MAIL #91 7199 9991 7031 2768 5142
RETURN RECEIPT REQUESTED

**STEP I
CONSENT AGREEMENT
BETWEEN
NICHOLAS ANTHONY ATANASSOFF, D.O.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Atanasoff 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)(26), Ohio Revised Code, for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice" and/or Section 4731.22(B)(10), Ohio Revised Code, for "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed," and/or Section 4731.22(B)(20), Ohio Revised Code, for "[v]iolating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(26); Section 4731.22(B)(10), Ohio Revised Code, to wit: Section 2925.11, Ohio Revised Code, Possession of Controlled Substances; and/or Section 4731.22(B)(20), to wit: Rule 4731-11-08, Ohio Administrative Code, Utilizing Controlled Substances for Self and Family Members, as set forth in Paragraph E., below. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement. Such

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express reservation includes, but is not limited to, the right to pursue further disciplinary action based failure to cooperate in an investigation by the Board or upon any methods used by Dr. Atanasoff to obtain drugs for self-use other than as described in Paragraph E., below, even if such conduct arises from the same common nucleus of operative fact forming the impairment basis for the instant Consent Agreement.

- C. Dr. Atanasoff is licensed to practice osteopathic medicine and surgery in the State of Ohio, License number 34.007837.
- D. Dr. Atanasoff states that he is not licensed to practice in any other state or jurisdiction.
- E. Dr. Atanasoff states that he is treated with prescription medication, including narcotic medication, for health conditions including sleep apnea, migraine headaches, and fatigue. Dr. Atanasoff admits that on or about June 22, 2012, he took more medication than recommended, was found unresponsive by his medical office staff who had difficulty waking him, and required emergency medical treatment. Dr. Atanasoff admits further that on or about December 9, 2012, he again took more prescription medication than recommended, aspirated, was treated in intensive care, and was later admitted for inpatient psychiatric observation.

Dr. Atanasoff admits that he is currently impaired in his 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. Dr. Atanasoff states that he has ceased practicing osteopathic medicine and surgery and has been admitted to inpatient treatment at Glenbeigh Hospital, Rock Creek, Ohio, a Board-approved treatment provider. Dr. Atanasoff states further that he has not received previous treatment for chemical dependency or for habitual or excessive use or abuse of drugs, alcohol, or other substances.

Dr. Atanasoff admits that among the drugs that were legitimately prescribed to him by his physician was Adderall, a controlled substance. Dr. Atanasoff admits, however, that he treated a family member with Adderall and that on a few occasions, he took Adderall for self-use from this family member's prescription with the permission from such family member. Dr. Atanasoff specifically denies that he obtained dangerous drugs or controlled substances for self-use by any other method.

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

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REPRIMAND; SUSPENSION OF CERTIFICATE

1. Dr. Atanasoff is hereby REPRIMANDED. Further, the certificate of Dr. Atanasoff to practice osteopathic medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time, but not less than 90 days.

Obey all Laws

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

Sobriety

3. Dr. Atanasoff 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. Atanasoff's history of chemical dependency. Further, in the event that Dr. Atanasoff is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Atanasoff shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Atanasoff 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. Atanasoff 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. Atanasoff shall abstain completely from the use of alcohol.

Absences from Ohio

5. Dr. Atanasoff 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. Atanasoff 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. Atanasoff may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising

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Member provided that Dr. Atanasoff 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. Atanasoff 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. Atanasoff's chemical dependency or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. 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. Atanasoff 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.
7. Dr. Atanasoff shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which this Consent Agreement becomes effective, 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. Atanasoff 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.

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Drug & Alcohol Screens; Drug Testing Facility and Collection Site

9. Dr. Atanasoff shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Atanasoff 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. Atanasoff's drug(s) of choice.

Dr. Atanasoff 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. Atanasoff 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 pursuant to the global contract between said facility and the Board, that provides for the Board to maintain ultimate control over the urine screening process and to preserve the confidentiality of all positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code, and the screening process shall require a daily call-in procedure. Further, in the event that the Board exercises its discretion, as provided in Paragraph 10 below, to approve urine screenings to be conducted at an alternative drug testing facility and/or collection site or a supervising physician, such approval shall be expressly contingent upon the Board retaining ultimate control over the urine screening process in a manner that preserves the aforementioned confidentiality of all positive screening results.

Dr. Atanasoff shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Atanasoff 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. Atanasoff 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. Atanasoff shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Atanasoff and the Board-approved drug testing facility and/or collection site. Dr. Atanasoff'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. Atanasoff 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

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giving of the specimen is witnessed by a reliable person. In addition, Dr. Atanasoff 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. Atanasoff 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. Atanasoff must immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph 10 below, as soon as practicable. Dr. Atanasoff 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. Atanasoff 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.

10. Dr. Atanasoff and the Board agree that it is the intent of this Consent Agreement that Dr. Atanasoff 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. Atanasoff, 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. Atanasoff:

- a. Within thirty days of the date upon which Dr. Atanasoff 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. Atanasoff, 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. Atanasoff 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. Atanasoff's residence or employment location, or to a physician who practices in the same locale as Dr. Atanasoff. Dr. Atanasoff shall ensure that the

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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. Atanasoff 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. Atanasoff 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. Atanasoff must immediately notify the Board in writing. Dr. Atanasoff 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. Atanasoff 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. Atanasoff.
 - d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Atanasoff'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. Atanasoff's quarterly declaration. It is Dr. Atanasoff's responsibility to ensure that reports are timely submitted.

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12. The Board retains the right to require, and Dr. Atanasoff 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. Atanasoff, or for any other purpose, at Dr. Atanasoff's expense upon the Board's request and without prior notice. Dr. Atanasoff'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. Atanasoff 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. Atanasoff 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. Atanasoff's quarterly declarations.

14. Immediately upon completion of any required treatment for chemical dependency, Dr. Atanasoff 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.

CONDITIONS FOR REINSTATEMENT

15. The Board shall not consider reinstatement or restoration of Dr. Atanasoff's certificate to practice osteopathic medicine and surgery until all of the following conditions are met:
 - a. Dr. Atanasoff shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
 - b. Controlled Substances and Professional Ethics Prescribing Courses. At the time he submits his application for reinstatement or restoration, or as otherwise approved by the Board, Dr. Atanasoff shall provide acceptable documentation of successful completion of a course or courses dealing with the prescribing of controlled substances and a course or courses dealing with professional ethics. The exact number of hours and the specific content of the course or courses

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shall be subject to the prior approval of the Board or its designee. Any courses taken in compliance with this provision shall be in addition to the Continuing Medical Education requirements for relicensure for the Continuing Medical Education periods in which they are completed.

In addition, at the time Dr. Atanasoff submits the documentation of successful completion of the courses dealing with the prescribing of controlled substances and professional ethics, he shall also submit to the Board a written report describing the courses, setting forth what he learned from the courses, and identifying with specificity how he will apply what he has learned to his practice of osteopathic medicine in the future.

- c. Dr. Atanasoff has submitted full and complete responses, with a signed and notarized verification page, to the State Medical Board of Ohio's First Set of Interrogatories Directed to Nicholas Anthony Atanasoff, D.O., sent December 2012, as well as any subsequent investigative information that may be sought the Board.
- d. Dr. Atanasoff 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. Atanasoff 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 and 4731-16-08, 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. Atanasoff's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care.

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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. Atanasoff. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Atanasoff shall provide the evaluators with copies of patient records from any evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Atanasoff, and any conditions, restrictions, or limitations that should be imposed on Dr. Atanasoff'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. Atanasoff. Prior to the examination, Dr. Atanasoff 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. Atanasoff'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.

- v. In the event that the Board initiates future formal proceedings against Dr. Atanasoff, including but not limited to issuance of a Notice of Opportunity for Hearing, Dr. Atanasoff shall be ineligible for reinstatement until such proceedings are fully resolved by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.
- e. Dr. Atanasoff 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.

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Atanasoff are unable to agree on the terms of a written Consent Agreement, then Dr. Atanasoff 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. Atanasoff that said hearing has been scheduled, advising Dr. Atanasoff 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. Atanasoff's certificate to practice osteopathic 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. Atanasoff 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. Atanasoff has maintained sobriety.

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

REQUIRED REPORTING BY LICENSEE

17. Within thirty days of the effective date of this Consent Agreement, Dr. Atanasoff 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. Atanasoff 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. Atanasoff 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. Atanasoff shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Atanasoff 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

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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.

18. Within thirty days of the effective date of this Consent Agreement, Dr. Atanasoff 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. Atanasoff 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. Further, Dr. Atanasoff 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. Dr. Atanasoff shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Atanasoff chemical dependency and/or psychiatric evaluation, treatment or monitoring. Further, Dr. Atanasoff 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.

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20. Dr. Atanasoff 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 Reprimand specified in Paragraph 1, above, shall not be amended and shall not terminate. Otherwise, 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. Atanasoff, 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.

In the event that any term, limitation, or condition contained in this Consent Agreement is determined to be invalid by a court of competent jurisdiction, Dr. Atanasoff and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

FAILURE TO COMPLY

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

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ACKNOWLEDGMENTS/LIABILITY RELEASE

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

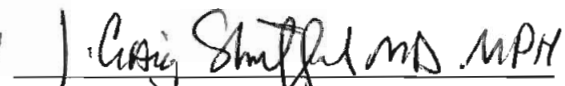
This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Atanasoff acknowledges that his social

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

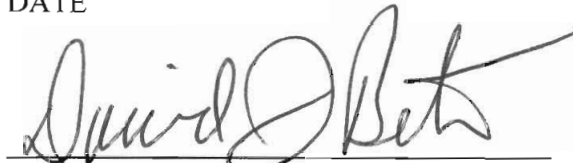
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

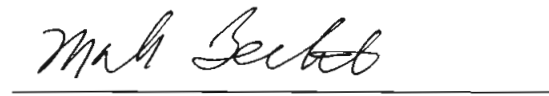

NICHOLAS ANTHONY ATANASOFF, D.O.


J. CRAIG STRAFFORD, M.D., M.P.H.
Secretary

01-07-13
DATE

9 JAN 2013
DATE


DAVID J. BETRAS, ESQ.
Attorney for Dr. Atanasoff


MARK A. BECHTEL, M.D.
Supervising Member

0-16-13 1/8/13
DATE

9 Jan 2013
DATE


KAREN MORTLAND
Enforcement Attorney

1/9/13
DATE

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