

**CONSENT AGREEMENT
BETWEEN
REBECCA THERESE CIRINO, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Cirino enters into this Consent Agreement being fully informed of her 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)(6), Ohio Revised Code, for "departure from, or the failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established," and/or Section 4731.22(B)(20), Ohio Revised Code, for "violating 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)(6) and 4731.22(B)(20), Ohio Revised Code, to wit: Prescribing to Persons Not Seen by the Physician, Rule 4731-11-09, Ohio Administrative 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. Dr. Cirino attests that she has provided a full, complete, and honest account of the circumstances and facts involved in the underlying matter giving rise to this consent agreement; that no pertinent information has been withheld from the Board; and that the factual summary contained herein is an accurate representation of the information provided. Further, Dr. Cirino acknowledges she understands that in the event it is subsequently determined that she misrepresented the circumstances or facts of the instant matter, the Board intends to pursue by separate disciplinary action any violation of Section 4731.22(B)(34), Ohio Revised Code, and/or any other violations of the Medical Practices Act, even if such violations arise from the same common nucleus of operative fact contained in this consent agreement. Furthermore, Dr. Cirino acknowledges that such subsequent disciplinary action may supersede this consent

agreement and may result in additional discipline, up to and including permanent revocation of her certificate.

- C. Dr. Cirino is licensed to practice osteopathic medicine and surgery in the State of Ohio, license number 34.007684.
- D. Dr. Cirino states that she is not licensed to practice in any other state or jurisdiction.
- E. Dr. Cirino admits that in or about April 2016, she transitioned from her employment as a psychiatrist in an office-based practice to self-employment in private practice that included a telemedicine practice, the vast majority of which was made up of patients previously treated by Dr. Cirino that had undergone previous in-person psychiatric examinations. Of her total patient population of approximately 244 patients, Dr. Cirino subsequently discovered that approximately sixteen patients that she had begun treating through telemedicine were new patients to her private practice, and while her treatment of these sixteen patients was medically appropriate and an examination via telemedicine was performed, she failed to conduct an in-person psychiatric examination of the patients prior to prescribing benzodiazepines and/or amphetamines to them. Upon discovering this error, Dr. Cirino conducted in-person examinations of all sixteen patients and took steps in her office management practices to ensure that this does not happen again.

Further, Dr. Cirino asserts that since at least October 2017, she continues to treat approximately sixty-eight patients exclusively by telemedicine, but none of those patients receive any controlled substances. Further, Dr. Cirino states that since at least October 2017 through the present, for those patients upon whom she has conducted an in-person evaluation and is prescribing controlled substances, Dr. Cirino accesses the OARRS database prior to issuing each controlled substance prescription.

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

SUSPENSION OF CERTIFICATE

- 1 Commencing on the sixty-first day following the date on which this Agreement becomes effective, the certificate of Dr. Cirino to practice osteopathic medicine and surgery in the State of Ohio shall be **SUSPENDED FOR A DEFINITE PERIOD OF NINETY (90) DAYS**. During the sixty-day interim, Dr. Cirino shall not undertake the care of any patient not already under her care.

GENERAL PROBATIONARY REQUIREMENTS:

- 2 Dr. Cirino shall obey all federal, state, and local laws, and all rules governing the practice of osteopathic medicine in Ohio.

3. Dr. Cirino 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, 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.
4. Dr. Cirino 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 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.
5. In the event that Dr. Cirino does not reside or practice in Ohio while subject to the requirements of this Consent Agreement, the Secretary and Supervising Member of the Board, in their sole discretion, may allow this Board's monitoring of Dr. Cirino to be coordinated with an entity or board from another jurisdiction provided the Secretary and Supervising Member determine that such coordination ensures substantial compliance with the requirements of this Consent Agreement.
6. In the event Dr. Cirino 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 be tolled and shall not apply to the reduction of the probationary period under this Consent Agreement. Further, the Secretary and Supervising Member of the Board, in their sole discretion, may enact such tolling for a period of no more than thirty days for each instance of non-compliance that occurs within the first quarter of any failure to comply with the required provisions of this Consent Agreement, and no more than sixty days for each instance of non-compliance that occurs within any subsequent quarter(s) of any failure to comply with the required provisions of this Consent Agreement.
7. Within one year of the effective date of this Consent Agreement, or as otherwise approved by the Board, Dr. Cirino shall submit acceptable documentation of successful completion of a course or courses dealing with the prescribing of controlled substances. The exact number of hours and the specific content of the course or courses shall be subject to the prior approval of the Board or its designee. Any course(s) taken in compliance with this provision shall be in addition to the Continuing Medical Education requirements for relicensure for the Continuing Medical Education period(s) in which they are completed.

In addition, at the time Dr. Cirino submits the documentation of successful completion of the course(s) dealing with the prescribing of controlled substances, she shall also submit to the Board a written report describing the course(s), setting forth what she learned from the course(s), and identifying with specificity how she will apply what she has learned to her practice of osteopathic medicine in the future.

8. Within one year of the effective date of this Consent Agreement, or as otherwise approved by the Board, Dr. Cirino shall submit acceptable documentation of successful completion of a course or courses on maintaining adequate and appropriate medical records. The exact number of hours and the specific content of the course or courses shall be subject to the prior approval of the Board or its designee. Any course(s) taken in compliance with this provision shall be in addition to the Continuing Medical Education requirements for relicensure for the Continuing Medical Education period(s) in which they are completed.

In addition, at the time Dr. Cirino submits the documentation of successful completion of the course(s) in maintaining adequate and appropriate medical records, she shall also submit to the Board a written report describing the course(s), setting forth what she learned from the course(s), and identifying with specificity how she will apply what she has learned to her practice of osteopathic medicine in the future.

REQUIRED REPORTING BY LICENSEE

9. Within thirty days of the effective date of this Consent Agreement, Dr. Cirino shall provide a copy of this Consent Agreement to all employers or entities with which she 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 she has privileges or appointments. Further, Dr. Cirino shall promptly provide a copy of this Consent Agreement to all employers or entities with which she contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where she applies for or obtains privileges or appointments. In the event that Dr. Cirino 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. Cirino shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, within thirty days of the date of each such notification, Dr. Cirino shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.
10. Within thirty days of the effective date of this Consent Agreement, Dr. Cirino shall provide a copy of this Consent Agreement by certified mail to the proper licensing authority of any state or jurisdiction in which she currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which she currently holds any license or certificate. Dr. Cirino further agrees to provide a copy of this Consent Agreement by certified mail at time of application to the proper licensing authority of any state in which she applies for any professional license or for reinstatement of any professional license. Additionally, within thirty days of the effective date of this Consent Agreement, Dr. Cirino shall provide a copy of this Consent Agreement to any specialty or subspecialty board of the American Board of Medical Specialties or the American Osteopathic Association Bureau of Osteopathic Specialists under which she currently holds or has previously held certification. Further, within thirty days of the

date of each such notification, Dr. Cirino shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.

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

MONETARY FINE:

12. Within thirty days of the effective date of this Consent Agreement, Dr. Cirino shall remit payment in full of a monetary fine of six thousand five hundred dollars (\$6,500.00). Such payment shall be made in full via credit card in the manner specified by the Board through its online portal, or by other manner as specified by the Board. Further, Dr. Cirino acknowledges and agrees that her failure to timely remit full payment shall constitute a violation of this agreement and agrees to pay all reasonable costs associated with the collection of any payment.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Cirino 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. Cirino has violated any term, condition or limitation of this Consent Agreement, Dr. Cirino agrees that the violation, as alleged, also constitutes clear and convincing evidence that her 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. Cirino shall not request termination of this Consent Agreement for a minimum of two years. In addition, Dr. Cirino shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year, except that Dr. Cirino may make such request with the mutual approval and joint recommendation of the Secretary and Supervising Member. 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. Cirino, 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 upon this Consent Agreement being superseded by a subsequent final Board Order taking effect.

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. Cirino and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

ACKNOWLEDGMENTS/LIABILITY RELEASE

By executing her signature on this Consent Agreement, Dr. Cirino agrees that in the event the Board, in its discretion, does not ratify this Consent Agreement, this settlement offer is withdrawn and shall be of no evidentiary value and shall not be relied upon or introduced in any disciplinary action or appeal by either party. Dr. Cirino and the Board further agree that if this Consent Agreement is not approved, it shall not constitute an admission against interest in this proceeding and shall not prejudice the ability of the Board to adjudicate this matter.

This Consent Agreement represents the sole and entire agreement of the parties hereto and supersedes all prior written or oral negotiations, agreements, or understandings between the parties. No party to this agreement has been induced to enter into the Consent Agreement by any representations or inducements except those expressly set forth in this written agreement. Further, all parties agree that to the extent any language in the agreement will be interpreted in a subsequent dispute, no ambiguous language shall be construed against the party drafting this Consent Agreement.

Dr. Cirino acknowledges that she 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.

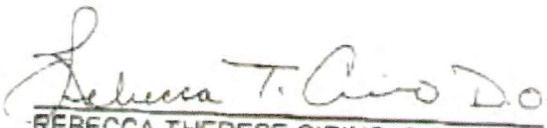
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119, Ohio Revised Code.

Dr. Cirino 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. Cirino acknowledges that her social security number will be used if this information is so reported and agrees to provide her 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. Further, Dr. Cirino specifically acknowledges that the electronic transmission of a scanned or photostatic copy of any executed signature to this Consent Agreement, upon being received by the Board, shall be deemed to have the full legal force and effect as the original.


REBECCA THERESA CIRINO, D.O.

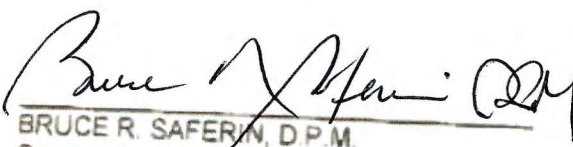
4-26-18
DATE


SABRINA SELLERS
Attorney for Dr. Cirino

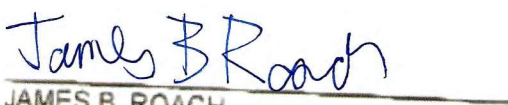
4-27-18
DATE


KIM G. ROTHERMEL, M.D.
Secretary

5/9/18
DATE


BRUCE R. SAFERIN, D.P.M.
Supervising Member

5-9-18
DATE


JAMES B. ROACH
Enforcement Attorney

4/27/18
DATE