

**CONSENT AGREEMENT  
BETWEEN  
ROBERT JAMES BRAUER, D.O.,  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Brauer 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)(11), Ohio Revised Code, for "a plea of guilty to, a judicial finding of guilt of, or a judicial finding of eligibility for intervention in lieu of conviction for, a misdemeanor committed in the course of practice" and/or Section 4731.22(B)(10), Ohio Revised Code, for "commission of an act that constitutes a felony in this state."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(10) and (11), Ohio Revised Code, as set forth in The June 12, 2019 Notice of Opportunity for Hearing (the "Notice," Attachment A), 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. Brauer is licensed to practice osteopathic medicine and surgery in the State of Ohio, License number 34.007242.
- D. Dr. Brauer states that he is not licensed to practice in any other state or jurisdiction.
- E. Dr. Brauer admits to all of the factual and legal allegations contained in the aforementioned Notice.

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

## **SUSPENSION OF CERTIFICATE**

1. The certificate of Dr. Brauer to practice osteopathic medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period but not less than 90 days.

## **GENERAL PROBATIONARY REQUIREMENTS:**

### Obey all Laws

2. Dr. Brauer shall obey all federal, state, and local laws.
3. In the event that Dr. Brauer 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. Brauer 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.

### Releases; Quarterly Declarations and Appearances

4. Dr. Brauer 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.
5. Dr. Brauer 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.

## **CONDITIONS FOR REINSTATEMENT/RESTORATION**

6. The Board shall not consider reinstatement or restoration of Dr. Brauer's certificate to practice medicine and surgery until all of the following conditions are met:
  - a. Dr. Brauer shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
  - b. At the time Dr. Brauer submits his application for reinstatement or restoration, Dr. Brauer shall provide acceptable documentation of successful completion of a course or courses dealing with personal and professional ethics. 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 courses 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. Brauer submits the documentation of successful completion of the course or courses dealing with personal and professional ethics, he shall also submit to the Board a written report describing the course, setting forth what he learned from the course, and identifying with specificity how he will apply what he has learned to his/her practice of medicine in the future.

- c. Dr. Brauer 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. Evidence of continuing full compliance with this Consent Agreement, including full payment of the monetary fine set forth in paragraph 11 herein.
    - ii. In the event that the Board initiates future formal proceedings against Dr. Brauer, including but not limited to issuance of a Notice of Opportunity for Hearing, Dr. Brauer shall be ineligible for reinstatement/restoration until such proceedings are fully resolved by ratification by the Board of a subsequent Consent Agreement or a final Board Order taking effect.
  - d. Dr. Brauer shall enter into a written consent agreement including 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. Brauer are unable to agree on the terms of a written Consent Agreement, then Dr. Brauer 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. Brauer that said hearing has been scheduled, advising Dr. Brauer 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.
7. In the event that Dr. Brauer 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/restoration, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Brauer's fitness to resume practice.

#### **REQUIRED REPORTING BY LICENSEE**

- 8. Within thirty days of the effective date of this Consent Agreement, Dr. Brauer 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. Brauer 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. Brauer 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. Brauer 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. Brauer shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.

9. Within thirty days of the effective date of this Consent Agreement, Dr. Brauer shall provide a copy of this Consent Agreement by certified mail 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. Brauer 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 he applies for any professional license or reinstatement of any professional license. Additionally, within thirty days of the effective date of this Consent Agreement, Dr. Brauer 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 he currently holds or has previously held certification. Further, within thirty days of the date of each such notification, Dr. Brauer shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.
10. Dr. Brauer shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

**MONETARY FINE:**

11. Prior to submitting any application for reinstatement/restoration of his certificate to practice, Dr. Brauer shall remit payment in full of a monetary fine of eight thousand dollars (\$8,000.00). 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. Brauer acknowledges and agrees that his 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.

**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. Brauer, 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.

Further, in the event that Dr. Brauer's certificate to practice is not reinstated/restored within five years of the effective date of this Consent Agreement, this agreement shall remain in effect but the provisions set forth within the "General Probationary Requirements" and the "Required Reporting by Licensee" sections, above, shall automatically terminate at that time.

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. Brauer 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. Brauer 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**

By executing his signature on this Consent Agreement, Dr. Brauer 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. Brauer 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. Brauer 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. Brauer 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. Brauer 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. Further, Dr. Brauer 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.

Robert James Brauer DO  
ROBERT JAMES BRAUER, D.O.

Kim G. Rothermel MD  
KIM G. ROTHERMEL, M.D.  
Secretary

11/06/2019  
DATE

Elizabeth Collis  
ELIZABETH COLLIS  
Attorney for Dr. R. Brauer

11/7/19  
DATE

11/13/19  
DATE

Bruce R. Saferin DPM  
BRUCE R. SAFERIN, D.P.M.  
Supervising Member

11-13-19  
DATE

Emily Peephrey  
EMILY PEELPHREY  
Assistant Attorney General

11/12/19  
DATE



State Medical Board of

**Ohio**

30 E. Broad St., 3<sup>rd</sup> Floor  
Columbus, Ohio 43215  
(614) 466-3934  
www.med.ohio.gov

June 12, 2019

Case number: 19-CRF- 0083

Robert James Brauer, D.O.  
17828 Lost Trail  
Chagrin Falls, Ohio 44023

Dear Doctor Brauer:

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 grant or register or renew or reinstate your license or 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 September 18, 2018, in the Cuyahoga County Court of Common Pleas, you were convicted to two counts of Prohibitions, Restriction on Obtaining Further Information, in violation of Section 4729.86(A)(1), Ohio Revised Code, misdemeanors of the third degree. You were sentenced to sixty days of jail on each count, suspended; five years of probation; 100 hours of community service; and a fine of \$500.00. The facts underlying your conviction arose from your improper access of OARRS data on a person who was not your patient, and your subsequent sharing of that information with the person's estranged significant other.
- (2) On or about August 21, 2018, you were drug tested as part of a pre-sentence investigation by the Cuyahoga County Court of Common Pleas. You attempted to falsify that drug test by substituting urine that was not your own. During a deposition by board staff on or about March 5, 2019, you admitted that you had smoked marijuana the night before the drug test and that you taped a plastic flask containing purchased urine to the inside of your thigh.

Your acts, conduct, and/or omissions as alleged in paragraph (1) above, individually and/or collectively, constitute a "plea of guilty to, a judicial finding of guilt of, or a judicial finding of eligibility for intervention in lieu of conviction for, a misdemeanor committed in the course of practice," as that clause is used in Section 4731.22(B)(11), Ohio Revised Code.

Further, your acts, conduct, and/or omissions as alleged in paragraph (2) above, individually and/or collectively, constitute "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed," as that clause is used in Section 4731.22(B)(10), Ohio Revised Code, to wit: Tampering with Evidence, Section 2921.12(A)(2), Ohio Revised Code.

Furthermore, for any violations that occurred on or after September 29, 2015, the board may impose a civil penalty in an amount that shall not exceed twenty thousand dollars, pursuant to Section 4731.225, Ohio Revised Code. The civil penalty may be in addition to any other action the board may take under section 4731.22, Ohio Revised Code.



*Mailed 6-13-19*



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 grant or register or renew or reinstate your certificate or license to practice osteopathic medicine and surgery or to reprimand you or place you on probation.

Please note that, whether or not you request a hearing, Section 4731.22(L), Ohio Revised Code, provides that "[w]hen the board refuses to grant or issue a license or certificate to practice to an applicant, revokes an individual's license or certificate to practice, refuses to renew an individual's license or certificate to practice, or refuses to reinstate an individual's license or 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 license or certificate to practice and the board shall not accept an application for reinstatement of the license or certificate or for issuance of a new license or certificate."

Copies of the applicable sections are enclosed for your information.

Very truly yours,



Kim G. Rothermel, M.D.  
Secretary

KGR/ADM/jmb  
Enclosures

CERTIFIED MAIL #91 7199 9991 7038 7178 0544  
RETURN RECEIPT REQUESTED

cc: Elizabeth Y. Collis,  
Dinsmore & Shohl LLP  
191 West Nationwide Blvd.  
Suite 300  
Columbus, OH 43215

CERTIFIED MAIL #91 7199 9991 7038 7178 0551  
RETURN RECEIPT REQUESTED





State Medical Board of  
**Ohio**

30 E. Broad St., 3<sup>rd</sup> Floor  
Columbus, Ohio 43215  
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June 12, 2019

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Copies of the applicable sections are enclosed for your information.

Very truly yours,



Kim G. Rothermel, M.D.  
Secretary

KGR/ADM/jmb  
Enclosures

CERTIFIED MAIL #91 7199 9991 7038 7178 0544  
RETURN RECEIPT REQUESTED

cc: Elizabeth Y. Collis,  
Dinsmore & Shohl LLP  
191 West Nationwide Blvd.  
Suite 300  
Columbus, OH 43215

CERTIFIED MAIL #91 7199 9991 7038 7178 0551  
RETURN RECEIPT REQUESTED