CONSENT AGREEMENT  
BETWEEN  
MALAK S. ADIB, M.D.,  
AND  
THE STATE MEDICAL BOARD OF OHIO  

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

Dr. Adib 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)(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 Section 4731.22(B)(20), Ohio Revised Code, to wit: Rules 4731-11-02, General Provisions; 4731-11-04, Controlled Substances: Utilization for Weight Reduction; 4731-11-09, Prescribing to Persons Not Seen by the Physician; 4731-11-11. Standards and Procedures for Review of “Ohio Automated Rx reporting System” [OARRS], 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. Adib 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. Adib 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. Adib 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. Adib is licensed to practice medicine and surgery in the State of Ohio, license number 35.070170.

D. Dr. Adib states that she is not licensed to practice in any other state or jurisdiction. Dr. Adib states she previously was licensed to practice medicine in Syria, but she allowed that license to lapse.

E. Dr. Adib admits that she has not always complied with the Board’s administrative regulations related to prescribing. From in or around January 2013 through in or around February 2014, Dr. Adib admits that she prescribed Adipex to a patient on a monthly basis in excess of the allowable time period. Dr. Adib also admits that she did not see, examine or weigh the patient every month. From in or around September 2013 to in or around January 2014, Dr. Adib prescribed Norco, a controlled substance, to a patient on approximately a monthly basis, when she had never examined the patient. From on or about November 30, 2011, to on or about August 1, 2015, Dr. Adib admits that she prescribed controlled substances to patients on a protracted basis and that she failed to consistently access, review and/or document her review of OARRS as frequently as was required during that time period. Further, Dr. Adib admits that, prior to August 1, 2015, when completing prescriptions for controlled substances, at times, she may have post-dated the prescriptions, rather than dating the prescriptions on the date written and documenting a future “Do Not Fill” date.

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

1. Malak Adib, M.D. is hereby REPRIMANDED.

Further, Dr. Adib knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

GENERAL PROBATIONARY REQUIREMENTS:

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

3. Dr. Adib 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.

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4. Dr. Adib 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 six 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.

5. In the event Dr. Adib 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.

6. Within one year of the effective date of this Consent Agreement, Dr. Adib shall provide acceptable documentation of successful completion of continuing medical education courses, as set forth below. 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.

   a. Dr. Adib shall provide acceptable documentation of successful completion of a course or courses dealing with the prescribing of controlled substances.

      In addition, at the time Dr. Adib submits the documentation of successful completion of the course or courses dealing with the prescribing of controlled substances, she also shall 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 he has learned to her practice as a physician in the future.

   b. Dr. Adib shall provide acceptable documentation of successful completion of a course or courses on maintaining adequate and appropriate medical records.

      In addition, at the time Dr. Adib submits the documentation of successful completion of the course or courses on maintaining adequate and appropriate medical records, she also shall 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 as a physician in the future.

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MONITORING PHYSICIAN

7. Within thirty days of entering into this Consent Agreement, Dr. Adib 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. Adib and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Adib and her medical practice, and shall review Dr. Adib’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. Adib and her medical practice, and on the review of Dr. Adib’s patient charts. Dr. Adib 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. Adib’s quarterly declaration.

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Adib must immediately so notify the Board in writing. In addition, Dr. Adib 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. Adib 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. Adib’s designated monitoring physician, or to withdraw approval of any person previously approved to serve as Dr. Adib’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.

REQUIRED REPORTING BY LICENSEE

8. Within thirty days of the effective date of this Consent Agreement, Dr. Adib 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. Adib 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. Adib 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. Adib shall provide a copy of this Consent Agreement to the Ohio Medical Board.
Department of Public Safety, Division of Emergency Medical Services. Further, within thirty days of the date of each such notification, Dr. Adib 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. Adib 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. Adib 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. Adib 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. Adib shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.

10. Dr. Adib 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. Adib 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. Adib has violated any term, condition or limitation of this Consent Agreement, Dr. Adib 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

The Reprimand of Dr. Adib shall not terminate. Further, Dr. Adib shall not request termination of the probationary terms, limitations, and conditions contained within this Consent Agreement for a minimum of two years. In addition, Dr. Adib shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year, except that Dr. Adib 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. Adib, 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. Adib 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. Adib 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. Adib 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. Adib 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. Adib 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. Adib 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. Adib 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.

MALAK ADIB, M.D.  
11-6-17  
DATE

KIM G. ROTHERMEL, M.D.  
Secretary  
11-8-17  
DATE

JOHN F. HAVILAND  
Attorney for Dr. Adib  
11/6/17  
DATE

BRUCE R. SAFTERIN, D.P.M.  
Supervising Member  
11-8-17  
DATE

CHERYL D. POKORNY  
Enforcement Attorney  
11/7/17  
DATE