

**CONSENT AGREEMENT
BETWEEN
ANTHONY ROBERT SMARTNICK, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO
26-CRF-0176**

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

Dr. Smartnick 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)(6), Ohio Revised Code, for "[a] 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."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(6), Ohio Revised Code, as set forth in Paragraph E below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement. Dr. Smartnick attests that he 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. Smartnick acknowledges he understands that in the event it is subsequently determined that he 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. Smartnick acknowledges that such subsequent disciplinary action may supersede this Consent Agreement and may result in additional discipline, up to and including permanent revocation of his certificate.
- C. Dr. Smartnick is licensed to practice medicine and surgery in the State of Ohio, License number 35.059950.
- D. Dr. Smartnick states that he is also licensed to practice in AL, MD, ME, MI, MN, MS, MT, NE, NH, NV, TN, and WI.

- E. Dr. Smartnick admits he treated a patient for about one year with an incorrect form of dextroamphetamine, and that he prescribed this dextroamphetamine without seeing the patient's prior medical records, without seeing the patient in-office, and continued prescribing dextroamphetamine without drug screens.

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

REPRIMAND:

1. Dr. Smartnick is hereby reprimanded.

LIMITATION ON CERTIFICATE

2. The certificate of Dr. Smartnick to practice medicine and surgery in the State of Ohio shall be PERMANENTLY LIMITED AND RESTRICTED to prohibit him from prescribing controlled substances.

REQUIRED REPORTING BY LICENSEE

3. Within thirty days of the effective date of this Consent Agreement, Dr. Smartnick 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. Smartnick 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. Smartnick 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. Smartnick 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. Smartnick shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.
4. Within thirty days of the effective date of this Consent Agreement, Dr. Smartnick 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. Smartnick further agrees to provide a copy of this Consent Agreement at the 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. Smartnick shall provide a copy of this Consent

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. Smartnick shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.

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

MONETARY FINE:

6. Within thirty days of the effective date of this Consent Agreement, Dr. Smartnick shall remit payment in full of a monetary fine of five thousand dollars (\$5,000). 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. Smartnick 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 Reprimand of Dr. Smartnick shall not terminate. Further, the Limitation/Restriction shall not be modified or amended. 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. Smartnick, 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. Smartnick 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. Smartnick 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. Smartnick has violated any term, condition or limitation of this Consent Agreement, Dr. Smartnick agrees that the violation, as alleged, also constitutes clear and convincing evidence that his continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

ACKNOWLEDGMENTS/LIABILITY RELEASE

By executing his signature on this Consent Agreement, Dr. Smartnick 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. Smartnick 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. Smartnick 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.

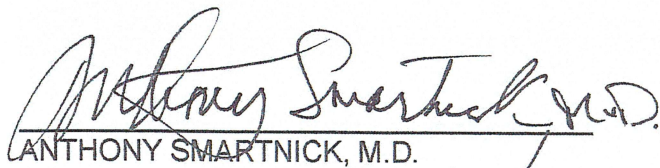
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

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

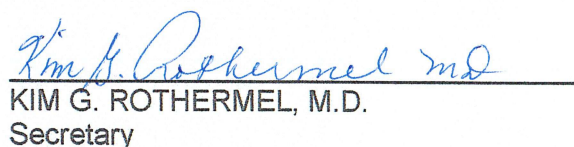
This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Smartnick acknowledges that his social security number will be used if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

EFFECTIVE DATE

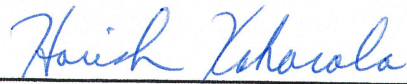
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below. Further, Dr. Smartnick specifically acknowledges that the electronic transmission 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.


ANTHONY SMARTNICK, M.D.

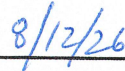
7/30/2026
DATE


KIM G. ROTHERMEL, M.D.
Secretary

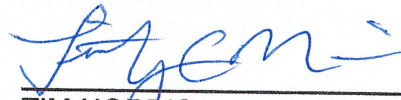
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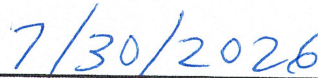
HARISH KAKARALA, M.D.
Supervising Member



DATE



TIM NORRIS
Enforcement Attorney



DATE